

CONSTRUCTION MANAGER-AT-RISK CONTRACT

THIS Contract made and entered into this 14th day of June, 2017, between THE TOWN OF PALM BEACH, a political subdivision of the State of Florida ("Owner"), and WHITING-TURNER CONTRACTING COMPANY ("Construction Manager").

WITNESSETH:

That the said Construction Manager having been awarded the Contract for the:

Town-wide Overhead Utility Undergrounding Phase 1-South

PALM BEACH, FLORIDA RFQ NO. 2017-15

In accordance with the Request for Qualifications therefore, and for and in consideration of the promises and of the covenants and agreements, and of the payments herein specified, to be made and performed by the Construction Manager and the Owner, the Construction Manager hereby covenants and agrees to and with the Owner to undertake and execute all of the said named work, in a good, substantial and workmanlike manner, and to furnish and pay for all materials, labor, supervision, equipment, supplies, fees, expertise, incidentals and services necessary to fully complete all Work, as defined in Article 1.4.8 below, in accordance with all requirements of the Contract Documents, and in accordance with all applicable codes and governing regulations. The Contract Documents consist of this Contract, the General Conditions GC-1 through and including GC-77, and the following **Attachments and Exhibits**:

Attachments:

1. Certificate of Insurance- Workers' Compensation, General Liability and Automobile Liability Coverage;
2. Performance and Payment Bonds;
3. The Request for Qualifications RFQ No. 2017-15;
4. Whiting-Turner CM at Risk Proposal Dated
5. Pre-construction Services Agreement Dated
6. Guaranteed Maximum Price Summary Sheet;
7. Specifications Log, Drawings Log, Project Schedule; and
8. Town of Palm Beach Direct Purchase Program

Whiting-Turner Guaranteed Maximum Price "Exhibits":

- A. Direct Construction Costs (X pages);
- B. General Conditions (X pages);
- C. Project Management Services (X pages);
- D. Clarifications (X pages);

ARTICLE 1

The Construction Team and Extent of Contract

1.1 The Construction Manager accepts the relationship of trust and confidence established with the Owner by this Contract, and agrees to furnish the Construction Manager's best skill and judgment, and to cooperate with the Design Consultant in furthering the interests of the Owner. The Construction Manager agrees to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to use Construction Manager's best efforts to perform and complete the Project in an expeditious and economical manner consistent with the interests of the Owner. Notwithstanding any provisions of this contract to the contrary, nothing in this contract creates a fiduciary relationship between the Owner and the Construction Manager.

1.1.1 Construction Manager understands and agrees that a material inducement for the Owner entering into this Contract, following a competitive award process authorized under Florida law, was Construction Manager's representations about its expertise in the scheduling, sequencing and construction of the Town-Wide Overhead Utility Undergrounding Phase 1-South as well as its superior familiarity with the unique local conditions and geography of the Town of Palm Beach, and the project limits. Construction Manager understands that time is of the essence in connection with the performance of the Work set forth in this Contract, and that even a minor breach of its terms may have a substantial, adverse impact upon the Owner, adjacent merchants, and the seasonal nature of Town of Palm Beach's economy, including the lifestyles of its residents and visitors. Accordingly, Construction Manager hereby affirms that the foregoing is true and correct, and that all anticipated costs to achieve the schedule and design intent have been included in the GMP for the Project.

1.2 The Construction Team. The Construction Manager, the Owner, and the Design Consultant (the "Construction Team") will cooperate together through the completion of construction. The Construction Manager shall provide leadership to the Construction Team on all matters relating to construction. The Design Consultant will provide leadership to the Construction Team on all matters relating to design. Nothing herein is intended to make the Owner liable for the acts or deeds of the Construction Manager, it being understood that Construction Manager at all times is an independent contractor.

1.3 Extent of Contract. This Contract is complementary to the Specifications, Drawings, and the General Conditions of the Contract, and together represents the entire integrated agreement between the Owner and the Construction Manager, superseding all prior negotiations, representations or agreements, either written or oral. Where this Contract is expressly in conflict with the General Conditions of the Contract, this Contract will prevail. Where this Contract is silent, the General Conditions of the Contract, and the requirements of the Specifications and Drawings will prevail, in that order. This Contract may be amended only by written instrument signed by the Owner and the Construction Manager.

1.4 Terms used in the Contract shall have the following meanings:

1.4.1 "Owner" means The Town of Palm Beach, Florida, or "Town," and the terms may be used interchangeably;

1.4.2 "Project" means the Town-Wide Overhead Utility Undergrounding Phase 1-South, located as noted above;

1.4.3 "Design Consultant" shall mean Kimley-Horn and Associates, Inc.

1.4.4 "Contractor" means Construction Manager, and the terms may be used interchangeably;

1.4.5 "Subcontractor" means one who takes a portion of the contract from the construction manager or from another subcontractor;

1.4.6 "Contract Sum" means Guaranteed Maximum Price ("GMP"), and the terms may be used interchangeably;

1.4.7 "Construction Team" means Owner, Design Consultant and Construction Manager; and

1.4.8 "Work" means the totality of the obligations, including construction and other services, imposed on the Construction Manager by the Contract Documents, whether completed or partially completed, and including all labor, materials, equipment, services, fees, expertise and incidentals provided or to be provided by the Construction Manager to fulfill the Construction Manager's obligations.

ARTICLE 2

Construction Phase

2.0 Unless otherwise authorized by the Owner, in writing, all Work shall be performed under Contracts with the Construction Manager. THE CONSTRUCTION MANAGER SHALL, WITHOUT LIMITATION:

1. Administer the Construction Phase as provided herein and in the General Conditions of the Contract.
2. Commence actual construction of the Work on **July 5, 2017**, and the acquisition of materials, subcontractor and supplier commitments within ten (10) days after receipt of a written Notice to Proceed from the Owner;
3. Maintain exclusively for this Project a competent staff at the Project site to coordinate and direct the Work and progress of the Sub-Contractors on the Project; provided however, that one or more of Construction Manager's project team shall be at the jobsite at all times when work is being performed by its subcontractors or others for whom Construction Manager is directly or vicariously responsible under this Contract. The Construction Manager shall maintain sufficient off-site support staff, and competent full time staff at the Project site authorized to act on behalf of the Construction Manager to coordinate, inspect and provide general direction of the work and progress of the Subcontractors and shall provide no less than those personnel during the respective phases of construction that are set forth in **Exhibit "C"** to this Contract. Construction Manager shall not change any of those persons agreed to by Owner for the positions set forth in **Exhibit "C"** unless mutually agreed to by the Owner

and Construction Manager, in writing. In such case, the Owner shall have the right of approval of the qualifications of replacement personnel. All of the Construction Manager's on-site management and supervisory personnel shall be consistent with the RFP presentation that preceded the execution of this Contract, and shall not be removed or replaced without the Owner's written consent. The Owner shall have the right to direct the Construction Manager to remove or replace any on-site personnel whose performance becomes unsatisfactory to the Owner. In such event, the Construction Manager shall promptly replace such personnel, without entitlement to additional compensation or additional time for the replacement.

a) It is expressly understood and agreed that the amount of **\$1,008,478** for the line item personnel set forth in **Exhibit "C"** is a lump sum amount and covers the entire duration of the project, and shall be paid in equal monthly installments, but subject to retainage. It is not subject to audit. To the extent that Construction Manager exceeds said amount, or requires additional personnel to properly and timely discharge its obligations and duties under the Contract, there shall be no entitlement to additional compensation, unless the Contract time is extended due to excusable and compensable changes in the Work or contract duration.

2.1 Establish and maintain a) on-site organization and lines of authority in order to carry out the overall plans of the Construction Team; b) Identify an on-site staff member to represent the Construction Manager, on a daily basis, with authority to negotiate Change Orders and contract modifications with Sub-Contractors that do not create changes in project design or specifications; c) Make available such executive personnel as necessary to execute Change Orders or other contract modifications on behalf of the Construction Manager so as not to delay the progress of the Work.

2.2 Establish and maintain a) procedures for coordination among the Owner, Design Consultant, Sub-Contractors and Construction Manager with respect to all aspects of the Work; b) Implement such procedures, incorporate them into a Project resource manual, and distribute manuals to the Construction Team.

2.3 Require of the various Sub-Contractors such Coordination Drawings as may be necessary to properly coordinate the Work among the Sub-Contractors.

2.4 In collaboration with the Design Consultant, establish and implement procedures for tracking and expediting the processing of shop drawings, samples, Requests for Information ("RFI's"), and other submittals as required by the General Conditions of the Contract.

2.5 Schedule and conduct bi-weekly or more frequent progress meetings with Sub-Contractors to review such matters as job procedures, job safety, construction progress, schedule, shop drawing status and other information as necessary. Construction Manager shall provide prior notice to Owner and Design Consultant of all such meetings, and prepare and distribute minutes. Additionally, Construction Manager shall schedule and attend Team meetings with the Design Consultant and Owner.

2.6 Review the Project schedule with the various Sub-Contractors and review, or expand the level of detail to incorporate specific Sub-Contractor input consistent with the overall completion requirements. Construction Manager shall regularly monitor and update the Project Schedule and various sub-networks as construction progresses; identify potential variances between scheduled and probable completion dates, review schedule for Work not started, or incomplete, and make

adjustments in the schedule to meet the scheduled completion date. Construction Manager shall provide summary reports of each monitoring and document all changes in schedule, and prepare regular schedule updates and reporting which shall be included as part of the monthly Project report.

2.7 Determine the adequacy of the Sub-Contractors' personnel and equipment, and the availability of materials and supplies to meet the schedule. In consultation with the Owner and the Design Consultant, take necessary corrective actions when requirements of a Sub-Contract or a Sub-Contract Schedule are not being met.

2.8 If applicable, whenever Owner-Furnished Contractor-Installed ("OFCI") materials or equipment are shipped to the Project site, the Construction Manager shall notify the Owner and shall be responsible for their inspection and proper storage (unless purchase in connection with **Attachment "8"**), and incorporation into the Work.

2.9 Develop and maintain an effective system of Project cost control which is satisfactory to the Owner. Revise and refine the initially approved Project Construction budget, incorporate approved changes as they occur, and develop cash flow reports and forecasts as needed. Identify variances between actual and budgeted or estimated costs and advise Owner and Design Consultant whenever projected costs exceed budgets or estimates. Cost Control reports shall be included as part of the monthly Project report.

2.10 Maintain a system of accounting satisfactory to Owner and consistent with generally accepted construction accounting principles. The Construction Manager shall preserve all accounting records for a period of four (4) years after final acceptance of the Work or as otherwise requested in writing by the Owner. The Owner, or the Owner's auditors shall have access to all such accounting records, supporting documentation, correspondence, subcontracts, purchase orders, and other things relating to this Contract, at any time during regular business hours, both throughout the performance of the Work, and for a period of four (4) years after final payment of the Work.

2.11 Develop and implement a system for the preparation, review and processing of Change Orders. Without assuming any of the Design Consultant's responsibilities for, among other things, design, recommend necessary or desirable changes to the Owner and the Design Consultant, review requests for changes and submit recommendations to the Owner and Design Consultant for approval.

2.12 When requested by the Owner or Design Consultant, promptly prepare and submit informal estimates of probable cost for changes proposed in the Work including similar estimates from the Sub-Contractors. If directed by the Owner, promptly secure formal written Change Order Proposals from such Sub-Contractors.

2.13 Be responsible for initiating, maintaining and supervising effective safety programs and require similar programs of the Sub-Contractors. The OSHA guidelines shall serve as the basis for the construction safety program

2.14 Promptly notify the Owner and, where applicable, the Owner's Risk Manager, in writing, upon receiving notice of filing of any charge of non-compliance from OSHA, or upon receiving notification that a federal or state inspector shall visit or is visiting the Project site.

2.15 At progress meetings with Sub-Contractors, conduct a review of job safety and accident prevention, and prepare minutes of such meetings that will be available to the Owner's Representative on request. The minutes of job safety and accident prevention portion of such progress meetings shall be made available to the Owner's Risk Manager, where applicable, upon request.

2.16 Designate a full-time staff member as the Project safety director who shall oversee job safety and accident prevention for the Construction Manager and Sub-Contractors involved in the Work, in addition to any other responsibilities assigned to such staff member.

2.17 Make provisions for Project security acceptable to the Owner, to protect the Project site and materials stored off-site, or on-site, against theft, vandalism, fire and accidents, damage, or injury to person(s) or property, etc., as required by job and location conditions.

2.18 Record the progress of the Project. Submit written monthly progress reports to the Owner and the Engineer including information on the Sub-Contractors' Work, the percentage of completion, current estimating, computerized updated monthly Bar Chart scheduling and Project accounting reports, including Estimated Time to Completion and Estimated Cost to Complete. Keep a daily log available to the Owner and the Design Consultant. Report and record such additional information related to construction as may be requested by the Owner.

2.19 The Construction Manager shall be responsible for the removal, encapsulation, transportation and disposal of any hazardous material, including, without limitation, lead-based paint, and any asbestos or asbestos-related products as may be required in connection with the Work. Hazardous material, described by federal guidelines brought by the Construction Manager or the Sub-Contractors shall remain their responsibility for proper disposal. Any hazardous material not specifically shown on the documents, or which was not discovered or should have been discovered during performance of the Pre-Con Agreement, shall be considered a concealed condition and may become the responsibility of the Construction Manager in a Change Order increasing the Guaranteed Maximum Price for any additional costs incurred in connection therewith. Such Change Order shall be submitted in as timely a manner as is reasonably possible after discovery of the concealed condition, as more particularly set forth in the General Conditions.

ARTICLE 3

Additional Services

3.1 Upon the mutual agreement of the Owner and the Construction Manager, and upon written authorization from the Owner, the Construction Manager may provide additional services that are beyond the scope of the Basic Services described in Article 2 herein. The Construction Manager shall be compensated for such additional services by Change Order to be negotiated by the Owner and the Construction Manager at the time of the additional service request, as set forth in the General Conditions.

ARTICLE 4

Owner's Responsibilities

4.1 The Owner will designate a representative to act in its behalf. This representative, or his/her designee will receive progress reports of the Work from the Construction Manager, serve as liaison with the Construction Manager and the Design Consultant, receive and process communications and paperwork, and represent the Owner in the day-to-day conduct of the Project. The Construction Manager will be notified in writing of the representative and of his/her designee or any changes thereto.

ARTICLE 5

Schedule

5.1 The performance of the Work under the Construction Phase of this Contract shall be **Substantially Completed** by the Construction Manager on or before **November 7, 2018** time being of the essence in this Contract, as more particularly set forth in **Attachment "7"** hereto attached and made a part hereof, and receipt of permits, as may be later adjusted by Change Order(s), if any, and subject to adjustment for delays as otherwise provided for in this Contract.

5.2 The Construction Manager agrees to complete the Work in accordance with the agreed upon substantial completion date and final completion date set forth in **Attachment "7."** The Construction Manager acknowledges that time is of the essence throughout this Contract, and that failure to complete the Project within the time set forth in the approved schedule will result in substantial damages to the Owner that are impossible to precisely ascertain. Upon failure of the Construction Manager to substantially complete the Project within the specified period of time, plus approved time extensions, Construction Manager shall pay to the Owner, as liquidated damages and not as a penalty, the sum of **\$1,000.00** for each calendar day in excess of the established substantial contract completion date, plus approved time extensions. After achieving substantial completion, should Construction Manager fail to complete the remaining Work within the time specified for final completion in **Attachment "7"**, plus approved time extensions, if any, and after providing Construction Manager with seven (7) days advance written notice, Owner shall have the right to complete the work through other means, and the costs therefore shall be set-off against retainage remaining in the contract balances, which, if insufficient, the balance shall be paid to Owner by Construction Manager, or its performance bond Surety.

5.3 Construction Manager shall expedite the Work by whatever means the Construction Manager may use, including, without limitation, increasing staffing or working overtime to bring the Work back within the agreed construction schedule. If expediting the Work is required due to reasons within the control or responsibility of the Construction Manager, then the additional costs incurred shall be chargeable to the Cost of the Work as part of, and subject to the GMP. If the expediting of the Work is required due to reasons outside the control or responsibility of the Construction Manager, then in such event, the additional costs incurred shall be the subject of an appropriate adjustment by Change Order, as elsewhere provided for in the General Conditions.

5.4 The Owner shall have the right to occupy, or use, any portion of the Work prior to completion of the Project. If use or occupancy ahead of schedule affects the cost of the Project or the schedule

for the Work, the Construction Manager shall so notify the Owner, in writing, and the use or occupancy will be treated as a Change to the Work in accordance with Article 9, herein.

ARTICLE 6

Guaranteed Maximum Price

6.1 The "Guaranteed Maximum Price" (GMP) includes Cost of the Work required by the Contract Documents as defined in Article 8 herein, and the Construction Manager's Fee as defined in Article 7 below. The sum of the Cost of the Work and the Construction Manager's Fee is guaranteed by the Construction Manager not to exceed the amount of \$7,298,152.18 subject to additions and deductions by Change Order as provided for in the Contract Documents. Costs which would cause the GMP to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner.

6.2 The GMP includes those taxes in the cost of the Work that are legally enacted at the time that this Contract is fully executed by the parties hereto.

6.3 All savings within the GMP shall inure to the benefit of the Owner exclusively. An adjusting Change Order shall be issued either when a final accounting is submitted upon Final Completion of the Work, or at such earlier time as agreed to by the Owner and the Construction Manager. "Savings" are the net difference obtained by deducting from the GMP (as adjusted by Change Orders, if any), the unexpended portions of the Construction Contingency, and the actual expenditures representing the Cost of the Work, as defined in Article 8, herein, including, without limiting the generality hereof, any units quantified in Exhibit "A" not furnished and installed. Liquidated damages, if any, are not a part of this calculation.

6.4 The GMP does not include a "Construction Contingency", however, an owner expense budget of approximately ten percent (10%) is carried by the Owner outside of the GMP which may be utilized, upon written approval beforehand by Owner, not to be unreasonably withheld, for the purpose of defraying the expenses due to unforeseen circumstances relating to construction such as, but not necessarily limited to, increases in subcontractor costs due to insolvency, correction of defective work (provided that such defective Work was not caused solely by the negligence or failure to fulfill a specific responsibility of the Construction Manager), and only to the extent that the costs therefore are not recovered by Construction Manager from insurance, sureties, Subcontractors or suppliers), overtime ordered by the Owner to improve the schedule but not to make up for lost time due to delays beyond control of Construction Manager, field issues/conditions which were not anticipated and which result in documented costs to the Work, Owner Furnished/Contractor Installed ("OFCI") material or OFCI equipment defects or failures, and any other cost agreed to mutually by the parties, in writing. The Contractor shall furnish documentation evidencing expenditures charged to this Contingency (owner expense budget). The necessary documentation, and the sufficiency thereof, required for drawing on the Construction Contingency owner expense budget fund shall be reasonably determined by the Owner. The Design Consultant shall verify the actual costs, if requested by Owner.

ARTICLE 7

Payments to Construction Manager

7.1 In consideration of the performance of the Contract, the Owner agrees to pay the Construction Manager, as compensation for its services, as set forth below:

7.1.1 Preconstruction services, for a total amount of **\$22,200**, were completed prior to this agreement within a different contract; therefore, it is excluded from the GMP.

7.1.2 In consideration of the performance of the Work arising out of and in connection with this Contract, Owner agrees to pay the Construction Manager, as total compensation for its labor materials, equipment, management, and services, a Construction Manager at Risk fee ("CMAR") in the amount of **\$397,770.67**, to be paid monthly on a percentage of completion basis, and subject to the retainage provisions set forth in the General Conditions. The CMAR includes Construction Manager's overhead, profit, and the items enumerated in Article 7.2 through and including 7.2.9 below.

Overhead, profit and bond allowance for compensable Change Orders not funded from the Construction Contingency: Subcontractor overhead and profit not to exceed 10%; Construction Manager overhead and profit not to exceed 10%.

7.1.2.1 As required by Section 255.073, F.S., within ten (10) days from receipt of payment from the Owner, the Construction Manager shall pay each Sub-Contractor out of the amount paid to the Construction Manager on account of such Sub-Contractor's Work, the amount to which said subcontractor is entitled reflecting the percentage actually retained, if any, from payments to the Construction Manager on account of said Sub-Contractor's Work. The Construction Manager shall, by appropriate agreement with each Sub-Contractor, require each Sub-Contractor to make payments to its Sub-subcontractors in a similar manner, pursuant to the above Florida statute.

Make payments to its Subcontractors in a similar manner, as set forth in the above-cited Florida statute.

7.1.3 Pay requests for the Construction Phase shall be documented in accordance with the General Conditions.

7.1.4 Except for the costs enumerated in **Exhibit "C,"** applications for payment shall be predicated on a percentage of completion basis. All payments are subject to retainage as elsewhere provided for in the Contract Documents.

7.2 Construction Manager's CMAR Fee includes, without limitation, the following:

7.2.1 The cost of its home or branch office employees or consultants not at the Project site, including the cost of all benefits, insurance, and taxes attributable to wages and salaries and other company overhead expenses for said home office employees.

7.2.2 General operating expenses of the Construction Manager's principal and branch offices other than the field office.

7.2.3 Any part of the Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work.

7.2.4 Overhead and profit, or general expenses of any kind, except as may be expressly included in Article 8, herein, as Cost of the Work.

7.2.5 All travel and per diem costs of Construction Manager's employees and consultants.

7.2.6 Those services set forth in Article 2 and its subparts.

7.2.7 Expenses such as long distance telephone calls, internet service, web sites, and cell phones provided to or by Construction Manager's personnel, telephone service at the site, postage, office supplies, courier and express delivery services, and similar items in connection with the Work, unless otherwise provided for in **Exhibit "B."**

7.2.8 Cost of equipment such as typewriters, cameras, radios, computers, pagers, copiers, facsimile equipment, telephones, cell phones, dictating units, trailers, vehicles, and furniture purchased or rented by the Construction Manager, unless otherwise provided for in **Exhibit "B."**

7.2.9 All costs incurred during the guarantee period following Final construction of the Project.

7.3 Adjustments in the Construction Manager's Fixed Fee will only be made, as follows:

7.3.1 Adjustments due to Changes in the Work shall be made as described in the Contract Documents.

ARTICLE 8

Cost of the Work

8.1 The term "Cost of the Work" shall mean costs, including General Conditions costs, as identified in **Exhibit "B"** and the Construction Management Services Fee (CMSF," **Exhibit "C"**) ((**Exhibits "B"** and "**C**" costs, however, are guaranteed hard and not subject to audit), incurred specifically in and about the performance of the Work as described and defined in Paragraph 8.2, below, and paid or incurred by the Construction Manager, which are not included in Paragraph 7.2, less any reimbursement for scrap value and cash or trade discounts, subject to Article 10, herein. The term "wages" used herein shall include the straight time and overtime pay authorized in writing by the Owner, and the cost of associated employee benefits. Employee benefits include, but are not limited to, unemployment taxes , social security taxes, compensated absences not including vacation time (under limited circumstances, such as extended self –performance by Construction Manager due to subcontractor default or jobsite emergency, "vacation time" may be compensable, provided self-performance is approved by Owner beforehand, in writing), and other mandatory and customary contributions and fringe benefits insofar as such costs are based on wages, salaries, or other remuneration paid to employees of the Construction Manager, excluding bonuses.

8.1.1 The GMP includes the amounts set forth in **Exhibits "B" (\$88,158) and "C" (\$397,770)** for General Conditions and CM services, respectively. These numbers are lump sum, and not subject to

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audit; provided, however, that it is expressly understood and agreed by the parties that the amounts for the line items in said **Exhibits "B" and "C"** are lump sums and intended to cover the entire duration of the project. To the extent that Construction Manager exceeds said amounts, or requires additional personnel, materials, services and equipment to properly and timely discharge its obligations and duties under the Contract, there shall be absolutely no entitlement to additional compensation, unless the Contract time is extended due to excusable and compensable changes in the Work that increase the GMP and/or contract duration.

8.1.2 Subject to the GMP, the Owner agrees to pay the Construction Manager for the Cost of the Work as defined in Article 8, herein, and its subparts, through completion of the Work, plus the Construction Management Services Fee ("CMSF", **Exhibit "C"**) which shall be paid in equal monthly installments, and subject to retainage as elsewhere provided for herein.

8.2 Cost of the Work includes, and is limited to, actual documented expenditure for the following cost items:

8.2.1 Subject to prior written approval by the Owner, wages paid for labor in the direct employ of the Construction Manager at the construction site other than those provided under Paragraph 7.2, herein, as a part of the CMAR, and those provided for in **Exhibit "C,"** in the performance of the Work under applicable collective bargaining agreements, or under a salary or wage schedule agreed upon by the Owner and Construction Manager, and including benefits, if any, as may be payable with respect thereto.

8.2.2 As and only to the extent not expressly or impliedly included in **Exhibits "A" "B" and "C,"** the cost of all materials, supplies and equipment incorporated into the Work or stored on site, including cost of transportation and storage thereof. At the Owner's sole discretion, the Owner may make payment for materials, supplies and/or equipment stored off-site and insured.

8.2.3 Payments made by the Construction Manager to Trade Contractors for their Work performed pursuant to Sub-Contracts with the Construction Manager.

8.2.4 **As and only to the extent not expressly or impliedly included in Exhibits "A" "B" and "C,"** sales, use, gross receipt, or similar taxes related to the Work imposed by any governmental authority and for which the Construction Manager is liable.

8.2.5 **As and only to the extent not expressly or impliedly included in Exhibits "A" "B" and "C,"** building and operating permit fees, inspection and filing fees, sewer and water fees.

8.2.6 **As and only to the extent not expressly or impliedly included in Exhibits "A" "B" and "C,"** cost of removal and disposal of all debris including clean-up and trash removal.

8.2.7 Cost incurred due to an emergency affecting the safety of persons and/or property.

8.2.8 Subject to prior written approval by Owner, legal costs reasonably, and properly, resulting from prosecution of the Work for the Owner provided, however, that they are not the result of the Construction Manager's own negligence or malfeasance. Legal costs incurred in connection with disputes solely between the Construction Manager and the Owner or incurred in connection with

disputes solely between the Construction Manager and Sub-Contractors are the responsibility of the Construction Manager and shall not be included in the Cost of the Work.

8.2.9 As and only to the extent not expressly or impliedly included in Exhibits "A" "B" and "C," cost to the Construction Manager of temporary electric power, lighting, water, sanitary facilities, and heat required for the performance of the Work, or required to protect the Work from weather damage.

8.2.10 As and only to the extent not expressly or impliedly included in Exhibits "A" "B" and "C," cost to the Construction Manager of temporary safety-related protection including barricades and safety equipment, temporary roads and parking, dust control, pest control, installation and operation of temporary hoists, scaffolds, ladders and runways, and temporary Project signs and costs of permits and fees pursuant to the General Conditions of the Contract.

8.2.11 As and only to the extent not expressly or impliedly included in Exhibits "A" "B" and "C," cost of watchmen or similar security services, if approved in writing by Owner.

8.2.12 As and only to the extent not expressly or impliedly included in Exhibits "A" "B" and "C," cost of surveys, measurements and layout work reasonably required for the execution of the Work or the requirements of the Contract.

8.2.13 As and only to the extent not expressly or impliedly included in Exhibits "A" "B" and "C," cost of preparation of shop drawings, coordination plans, photographs, or as-built documents not included in Sub-Contracts.

8.2.14 As and only to the extent not expressly or impliedly included in Exhibits "A" "B" and "C," all costs for reproduction of documents to directly benefit the work.

8.2.15 As and only to the extent not expressly or impliedly included in Exhibits "A" "B" and "C," testing laboratory costs, except relating to defective or non-conforming work for which reimbursement is otherwise excluded by the Contract Documents.

8.2.16 Deposits lost for causes other than Construction Manager's or any Sub-Contractor's negligence or failure to fulfill a specific responsibility to the Owner under the Contract Documents.

8.2.17 As and only to the extent not expressly or impliedly included in Exhibits "A" "B" and "C," cost, including transportation and maintenance, of all materials, supplies, equipment, temporary facilities and hand tools not owned by the workmen that are consumed in the performance of the Work.

8.2.18 As and only to the extent not expressly or impliedly included in Exhibits "A" "B" and "C," rental charges of all necessary machinery and equipment, including hand tools used in the performance of the Work, whether rented from the Construction Manager (upon prior written approval of the Owner, at the standard rate paid at the place of the Project) or others, including installation, repairs and replacements, dismantling, removal, costs of lubrication, transportation and delivery costs thereof.

8.2.19 As and only to the extent not expressly or impliedly included in Exhibits “A” “B” and “C,” costs associated with setting up and demobilizing tool sheds, Project field offices, temporary fences, temporary roads, and temporary fire protection.

8.2.20 As and only to the extent not expressly or impliedly included in Exhibits “A” “B” and “C,” Cost of the premiums for all insurance or bonds which the Construction Manager is required to procure by this contract, or other insurance or bonds subsequently deemed necessary by the Construction Manager, and agreed upon by the owner, in writing..

8.3 Costs not to be reimbursed include:

8.3.1 Those costs enumerated in Article 7.2.1 though 7.2.9 above.

8.3.2 Except as provided in Article 8.2.8 above, costs due to the negligence or failure of the Construction Manager, Sub-Contractors and suppliers or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable to fulfill a specific responsibility of the Contract.

8.3.3 Any cost not specifically and expressly described in Article 8.2 and its subparts, above.

8.3.4 Costs, other than costs included in Change Orders approved by the Owner, in writing, that would cause the GMP to be exceeded.

ARTICLE 9

Changes in the Work

9.1 The Owner, without invalidating this Contract, may order Changes in the Work within the general scope of this Contract consisting of additions, deletions, or other revisions. All changes in the Work shall be authorized as described in the General Conditions of the Contract. Except in cases of emergency endangering life or property, the Construction Manager shall allow no Changes in the Work without the prior written approval of the Owner.

ARTICLE 10

Discounts

10.1 All quantity and early payment discounts shall accrue to the Owner if (i) before making the payment, the Contractor included them in an Application for Payment and received payment from the Owner, or (ii) the Owner has deposited funds with the Contractor with which to make payments; otherwise, cash discounts shall accrue to the Contractor. All trade discounts, rebates and refunds, and all returns from the sale of surplus materials and equipment shall be credited to the Owner as a deduction from the Cost of the Work.

ARTICLE 11

Insurance

11.1 The Construction Manager shall provide insurance as required in section GC 31 of the general conditions.

ARTICLE 12

Other Provisions

12.1 In the event that the terms and provisions of **Exhibit “D”** conflict with or are omitted from the terms and provisions of this Contract and the General Conditions, the terms and provisions of **Exhibit “D”** shall govern with respect to the performance of the Work.

12.2 Included in the GMP is the cost of purchasing all materials and equipment necessary for the Project including, without limitation, federal, state, and local taxes, shipping, handling, loading, unloading, storage, insurance, suretyship, risk of loss, and related product warranties and guaranties. At the Owner's exclusive option, Owner may elect to implement its Direct Purchase Program, which at the time of executing this Contract is set forth in **Attachment “8”**; provided however, following execution of this Contract, the **Attachment “8”** provisions may be revised by the Owner in order to be compliant with regulations promulgated by the State of Florida regarding tax-exempt purchases by a public entity. In the event that the Owner exercises this direct purchase option, in either the **Attachment “8”** format, or a revised format for compliance reasons, Construction Manager will prepare a deductive Change Order reflecting, at a minimum, the adjustments noted in Part 1.04, **Attachment “8.”** In such event, the provisions of GC 39.2 shall thereafter govern.

(THIS SPACE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the Town Manager of The Town Palm Beach, Florida, has made and executed this Contract on behalf of the said Town and caused the seal of the said Town to be affixed hereto, and the Construction Manager has hereunto set its hand and seal the day and year first written. The Construction Manager represents that it is authorized to execute this Contract on behalf of itself and its Surety.

WITNESS and ATTEST:

CONSTRUCTION MANAGER
WHITING-TURNER CONTRACTING COMPANY

By: F.Palmer

Printed Name: FRANK R. PALMER, IV
EXECUTIVE VICE PRESIDENT

Title: _____

B

OWNER
THE TOWN OF PALM BEACH, FLORIDA

ATTEST:

By: Gwendolyn Peirce

Acting Town Clerk

Printed Name: Thomas G. Bradford

Title: Town Manager

Approved as to form:

John C. Randolph, Town Attorney

Recommended by:

H. Paul Brazil, P.E., Director of Public Works

THE TOWN OF PALM BEACH, FLORIDA

TOWN-WIDE OVERHEAD UTILITY UNDERGROUNDING PHASE 1-SOUTH

CONSTRUCTION MANAGER AT RISK CONTRACT

GENERAL CONDITIONS

RFQ NO. 2017-15

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GENERAL CONDITIONS

GC 1 ENTIRE AGREEMENT

- 1.1 This Agreement embodies the entire agreement between Owner and Construction Manager and supersedes all other writings, oral agreements, or representations. The parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein. No changes, amendments or modifications of any of the terms or conditions of the Agreement shall be valid unless reduced to writing and signed by both parties.

GC 2 INDEPENDENT CONSTRUCTION MANAGER

- 2.1 Construction Manager represents that it is extensively experienced in the performance of large diameter pipe Work as provided for herein, and that it is properly licensed as a General Contractor in the State of Florida, equipped, organized and financed to perform such work. Construction Manager shall act as an independent contractor and not as the agent of Owner in performing the Contract, maintaining complete control over its employees and all of its suppliers and subcontractor. Nothing contained in this Contract or any subcontract awarded by Construction Manager shall create any contractual relationship between any such supplier or subcontractor and Owner. Construction Manager shall perform all work in accordance with its own means and methods subject to compliance with the Contract. Construction Manager represents that all subcontractors' agreements entered into shall incorporate by reference the terms and conditions of this Contract, and further acknowledges that the Owner is an intended express third party beneficiary of any such subcontract.

GC 3 AUTHORIZED REPRESENTATIVES

- 3.1 Before starting work, Construction Manager shall designate a competent, authorized representative acceptable to Owner to represent and act for Construction Manager and shall inform Owner in writing, of the name and address of such representative together with a clear definition of the scope of his/her authority to represent and act for Construction Manager and shall specify any and all limitations of such authority. Such representative shall be present or duly represented at the site of work at all times when work is actually in progress. During periods when work is suspended, arrangements for an authorized representative acceptable to Owner shall be made for any emergency work that may be required. All notices, determinations, instructions and other communications given to the authorized representatives of the Construction Manager shall be binding upon Construction Manager. Nothing contained herein shall be construed as modifying the Construction Manager's duty of supervision and fiscal management as provided for by Florida law. The Owner shall designate an authorized representative who will have limited authority to act for the Owner. The Owner will notify the Construction Manager in writing of the name of such representative(s). The Owner's representative will be the Public Works Director, or his designee. Any work performed by the Construction

Manager without proper authorization, is performed at the Construction Manager's risk, and the Town shall have no obligation to compensate the Construction Manager for such work, subject to the terms of this Contract as to compensable changes. The Owner has the right to assign various responsibilities of the Owner to the Architect/Engineer of Record, and can do so at any time during the duration of this Contract with written notice to the Construction Manager.

- 3.2 The Authorized Representative, Qualifying Agents, Project Managers, Superintendents and Supervisors are all subject to prior and continuous approval of the Owner. If, at any time during the term of the Agreement, any individual nominally performing any of the positions named above is, for any reason, unacceptable to the Owner, Construction Manager shall replace the unacceptable personnel with personnel acceptable to the Owner.

GC 4 NOTICES

- 4.1 Any notices provided for hereunder shall be in writing and may be served either personally on the authorized representative of the receiving party at the job site, by certified mail, return receipt requested, or national overnight courier to that party at the addresses shown below:

OWNER: The Town of Palm Beach, Florida
360 South County Road, P.O. Box 2029
Palm Beach, Florida 33480
Attn.: Town Manager-Thomas G. Bradford
W/Copies to: Patricia Strayer, P.E. and Michael Roach, P.E.

CONSTRUCTION MANAGER: The Whiting-Turner Contracting Company
1901 W. Cypress Creek Road, Suite 101
Fort Lauderdale, FL 33309
Attention: Robert H. Mitchell, Division Vice President
W/Copies to: Frank Zaremba, Project Manager

- 4.2 These addresses may be changed by either of the parties by written notice to the other.

GC 5 LAWS AND REGULATIONS

- 5.1 Construction Manager and its employees and representatives shall at all times comply with all applicable laws, codes, ordinances, statutes, rules or regulations in effect at the time work is performed under this Agreement as to the performance of the Work.
- 5.2 If, during the term of this Agreement, there are any changed or new laws, ordinances or regulations not known at the time of signing this Agreement which become effective and

which are known to Construction Manager as a licensed general contractor as to the performance and conduct of the Work, and which affect the cost or time of performance of the Agreement, Construction Manager shall immediately notify Owner in writing and submit detailed documentation of such effect in terms of both time and cost of performing the Agreement. Upon concurrence by Owner as to the effect of such changes, an adjustment in the compensation and/or time of performance will be made.

- 5.3 Although the Construction Manager is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, building codes, and rules and regulations, any nonconformity discovered by or made known to the Construction Manager shall be reported promptly to the Architect/Engineer. It is recognized that the Construction Manager's review is made in the Construction Manager's capacity as a contractor and not as a licensed design professional. If any discrepancy or inconsistency should be discovered by Construction Manager between the Agreement and any law, ordinance, regulation, order or decree with respect to the performance of the Work, Construction Manager shall immediately report the same in writing to Owner who will issue such instructions as may be necessary. Owner shall grant extensions of Contract Time and shall reimburse Construction Manager for the costs of all permits, general conditions, and overhead, as well as any costs for inspections or submittals required as a result of errors, inconsistencies, lack of coordination between Owner and Architect/Engineer, code errors or omissions in the design documents, plans and Specifications for the Project.
- 5.4 Owner expressly warrants the adequacy, accuracy, and code compliance of the plans and Specifications of the Work. (Construction Manager shall be entitled to rely on the completeness and compliance with applicable rules, laws, codes, regulations and ordinances of the documents provided by Owner and Owner's consultants.) Construction Manager shall use its reasonable efforts to investigate the rules, codes, regulations, statutes, and all ordinances of all applicable governmental agencies having jurisdiction over the Project or the Work as to the Construction Manager's performance of the Work, but Construction Manager assumes no responsibility or liability for any failure of the design of the Project to comply with same. However, at no time shall the Construction Manager's effort fall below the commonly accepted knowledge base of a licensed general contractor.
- 5.5 Owner shall not be liable for any costs, delays or damages which Construction Manager incurs as a result of the actions or orders of any other governmental entity or agency that are caused by Construction Manager's failure to comply with the terms of this Agreement.

GC 6 STANDARDS AND CODES

- 6.1 Wherever references are made in the Contract to standards or codes in accordance with which work is to be performed or tested, the edition or revision of the standards or codes current on the effective date of this Contract shall apply, unless otherwise expressly set

forth. Unless otherwise specified, reference to such standards or codes is solely for implementation of the technical portions of such standards and codes. In case of conflict among any referenced standards and codes or between any referenced standards and codes the Owner will determine which shall govern. Construction Manager acknowledges that compliance with code requirements represents minimum standards for construction and is not evidence that the Work has been completed in accordance with the Contract Documents.

GC 7 CODE RELATED INSPECTIONS

- 7.1 The Construction Manager recognizes that The Town of Palm Beach, Department of Planning, Zoning and Building ("PZ&B"), is a separate department within the Town that is charged with the inspection of improvements to real property for code compliance. The Construction Manager agrees that it will not assert, as an Owner caused delay or as a defense of any delay on the part of the Construction Manager, any good-faith action or series of actions on the part of PZ&B, including, but not limited to PZ&B's refusal to accept any portion of the Construction Manager's work, if it is ultimately determined that such delay was the result of Construction Manager's failure to comply with the Contract Documents; otherwise, Construction Manager shall be entitled to make a claim for extension of Contract Time or Sum in accordance with the terms of the Contract.

GC 8 GOVERNING LAW

- 8.1 The Contract shall be governed by the laws of the State of Florida and venue of any action shall be in Palm Beach County, Florida.

GC 9 RIGHTS AND REMEDIES

- 9.1 The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

GC 10 COMMERCIAL ACTIVITIES

- 10.1 Construction Manager shall not establish any commercial activity or issue concessions or permits of any kind to third parties for establishing commercial activities on lands owned or controlled by Owner. Construction Manager shall not allow its employees to engage in any commercial activities on the site.

GC 11 COOPERATION WITH OTHERS

- 11.1 Owner and other contractors may be working at the site during the performance of this Contract. Construction Manager shall fully cooperate with the Owner, Owner's designated Representative, and other contractors to avoid any delay or hindrance of their work. Owner may require that certain facilities be used concurrently by Construction

Manager and other parties and Construction Manager shall comply with such requirements. The Owner shall provide for coordination of the activities of the Owner's own forces and of each separate contractor with the Work of the Construction Manager.

- 11.2 If any part of the Construction Manager's work depends on proper execution or results from any work performed by the Owner or any separate contractor, the Construction Manager shall, prior to proceeding with the Work, promptly report to the Owner any apparent discrepancies or defects in such other work that render it unsuitable for such proper execution and results. Failure of the Construction Manager to report such discrepancies or defects shall constitute an acceptance of the Owner's separate contractor's work as fit and proper to receive his work, except as to defects which are not then reasonably discoverable or which may subsequently become apparent in such work performed by others. The Owner shall be reimbursed by the Construction Manager for costs incurred by the Owner which are payable to a separate contractor because of delays, improperly timed activities, or defective construction by the Construction Manager. The Owner shall be responsible to the Construction Manager for costs and delays incurred by the Construction Manager because of delays, improperly timed activities, damage to the Work, defective construction, or other actions by a separate contractor.

GC 12 FORMS AND DOCUMENTS

- 12.1 The below listed documents are to be used by the Construction Manager and Owner during the administration of this contract. Additional administrative forms may supplement this list upon written notice by the Owner (or Owner's Project representative). Owner reserves the right to modify these forms as it deems necessary. Construction Manager shall maintain logs for Items A-K and provide to Owner monthly.

- A. Request for Information
- B. Field Instruction
- C. Field Bulletin
- D. Construction Change Proposal
- E. Change Order
- F. Construction Change Directive
- G. Submittal Transmittal
- H. Deficiency Report
- I. Non-Conformance Report
- J. Construction Manager's Daily Report
- K. Substitution Report

GC 13 PUBLICITY AND ADVERTISING

- 13.1 Since Owner records are subject to disclosure under Chapter 119, F.S., Construction Manager shall not make any announcement or release any information or publish any photographs concerning this Contract or the Project or any part thereof to any member of

the public, press or any official body, unless prior written consent is obtained from Owner.

GC 14 TAXES

14.1 Construction Manager shall pay all taxes, levies, duties and assessments of every nature which may be applicable to any work under this Contract. The Contract Sum and any agreed variations thereof shall include all taxes imposed by law. Construction Manager shall make any and all payroll deductions required by law. Construction Manager herein indemnifies and holds the Owner harmless from any liability on account of any and all such taxes, levies, duties, assessments and deductions.

GC 15 NOT USED

GC 16 UTILITIES

16.1 Construction Manager to provide and maintain all utilities in work areas to meet the requirements of the Contract. Such utilities shall be furnished by the Construction Manager and shall include, but not be limited to, the following:

- A. Public telephone service for the Construction Manager's use (provided by Construction Manager).
- B. Construction power as required at each point of construction.
- C. Water as required throughout the construction.

16.2 Prior to final acceptance of the Work the Construction Manager shall, at its expense, satisfactorily remove and dispose of all temporary utilities developed to meet the requirements of the contract. The Construction Manager will assume the utility costs directly related to its usage of areas in which the Work has been certified as Substantially Complete.

GC 17 SUCCESSORS, ASSIGNS AND ASSIGNMENT

17.1 The Owner and the Construction Manager each binds itself, its officers, directors, qualifying agents, partners, successors, assigns and legal representatives to the other party hereto and to the partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in the Contract. It is agreed that the Construction Manager shall not assign, transfer, convey or otherwise dispose of the Contract or its right, title or interest in or to the same or any part thereof, or allow legal action to be brought in its name for the benefit of others, without previous consent of the Owner and concurred in by the Construction Manager's surety. Construction Manager acknowledges that the Town has entered into this Agreement with Construction Manager after a comprehensive competitive award process, and evaluation of Construction Manager's particular qualifications and skills to perform the Work. Therefore, Construction Manager agrees that the Town may withhold the consent to assignment referred to in this subsection for any reason the Town deems appropriate in its sole and unfettered discretion.

GC 18 EXAMINATION OF CONSTRUCTION MANAGER'S RECORDS

18.1 The Owner, or the Owner's auditors shall have access to all of Construction Manager's accounting records, supporting documentation, correspondence, subcontracts, purchase orders, and other reasonably related documentation relating to this Agreement, at any time during regular business hours, both throughout the performance of the Work, and for a period of four (4) years after final payment of the Work.

GC 19 COORDINATION AND CORRELATION OF DRAWINGS AND SPECIFICATIONS

- 19.1 The Construction Manager represents that the Construction Manager, Subcontractors, material and equipment suppliers have compared Phasing, Demolition, Structural, Civil and Site Drawings and Specifications and have compared and reviewed all general and specific details on the Drawings and that all readily apparent conflicts, discrepancies, and constructability issues that are within the commonly accepted knowledge base of a licensed general contractor skilled in the installation of large diameter pipes, including its subcontractors, trades persons, manufacturers or other parties required to carry out the Work involved in this Contract, have been clarified during the performance of the Pre-Con Agreement, and are included in the GMP. However, these obligations are for the purpose of facilitating construction by the Construction Manager and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents that are the responsibility of the Architect/Engineer or any other professional consultant of the Owner preparing such Drawings or Specifications. Notwithstanding anything contained in this Agreement to the contrary, Construction Manager shall not be liable to the Owner or Architect/Engineer for damages or costs resulting from errors, omissions, or inconsistencies in the Contract Documents, or for differences between field conditions and the Contract Documents, unless the Construction Manager recognized the issue and knowingly failed to report it to the Owner. Construction Manager shall have the right to rely on the completeness and accuracy of information, Drawings, Specifications, and other Contract Documents provided by Owner, Architect/Engineer, or any other consultant of either.
- 19.2 The Construction Manager represents that the GMP represents the total cost for complete and functional systems and, therefore, the Construction Manager's review and comparison of all Drawings has taken into consideration the total and complete functioning of all systems as provided and reasonably inferable from the Drawings and Specifications; provided that Owner and Construction Manager acknowledge and agree that the Project involves, without limiting the generality thereof, the installation of underground utilities and, as such, involves unforeseen and unknown conditions that could not reasonably be anticipated by review of the Project prior to the Date of this Agreement. Construction Manager may be entitled to make a claim for unknown or unforeseen conditions discovered in the course of construction of the Work in accordance with the other provisions of this Agreement. Notwithstanding the foregoing, such review and GMP is, as of the date of this Agreement, based on 90% complete Drawings and Specifications.

GC 20 PERMIT DRAWINGS AND SPECIFICATIONS

- 20.1 The Construction Manager shall provide the Owner with two (2) complete sets of the signed and sealed drawings within five (5) days of issuance. If the signed and sealed set of Drawings change the scope of the Work to be performed, the Construction Manager shall notify the Owner, and Architect/Engineer of Record within thirty (30) days of receipt of the permitted Drawings and such notification shall contain a written description of the change, the cost and time, if any.
- 20.2 The Construction Manager shall perform work only in accordance with the signed and sealed drawings and any subsequent revisions thereto.

GC 21 CONTRACT INTERPRETATION

- 21.1 All claims of Construction Manager and all questions the Construction Manager may have concerning interpretation or clarification of this Contract or its acceptable fulfillment shall be submitted promptly in writing to Owner for resolution. Owner, or its representatives, will render its determination concerning such resolution within an appropriate period, not to exceed fourteen (14) days, which determination shall be considered final and conclusive unless Construction Manager files a written protest pursuant to GC 22 "Disputes". The Construction Manager's protest shall state clearly and in detail the basis thereof. Owner will consider Construction Manager's protest and render its decision thereon within fourteen (14) calendar days. If Construction Manager does not agree with the Owner's decision, the Construction Manager shall promptly deliver written notice to that effect to the Owner. If questions of interpretation are not promptly responded to by the Architect/Engineer or Owner in a manner so as not to impede the natural progress of the Work as scheduled, and such delay impacts the critical path of the Work, Construction Manager shall be entitled to adjustment in the performance time.
- 21.2 Construction Manager is solely responsible for requesting instructions or interpretations and is solely liable for any cost and/or expenses arising from its failure to do so. Construction Manager's failure to protest Owner's determinations, instructions, clarifications or decisions within thirty (30) calendar days after receipt thereof shall constitute a waiver by Construction Manager of all its rights to further protest, judicial or otherwise.

GC 22 DISPUTES-WAIVER OF JURY TRIAL

- 22.1 Any and all disputes arising out of or in connection with this Contract shall be resolved through good faith efforts upon the part of Construction Manager and Owner, or its representatives. At all times, Construction Manager shall carry on the Work and maintain its progress schedule in accordance with the requirements of the Contract and the determination of the Owner or its representatives, pending resolution of any dispute. Any dispute that is not disposed of by mutual agreement shall be decided by the Owner or its representatives, who shall reduce such decision to writing. The decision of the

Owner or its representatives shall be final and conclusive. Construction Manager's failure to protest Owner's determinations, instructions, clarifications or decisions within thirty (30) calendar days after receipt thereof shall constitute a waiver by Construction Manager of all its rights to further protest, judicially or otherwise.

- 22.2 The Owner and Construction Manager hereby expressly, knowingly and intentionally waive any right they may have to a jury trial in connection with, or in respect to, any litigation or claim based or related to this Agreement, or with regard to performance of the Work, including, but without limitation, any to which the Architect/Engineer shall also be a party.

GC 23 SUSPENSION

- 23.1 Owner may, at its sole option, suspend, at any time, the performance of all or any portion of Work to be performed under the Contract. Owner will notify Construction Manager of such decision, in writing. Such notice of suspension of work may designate the amount and type of plant, labor and equipment to be committed to the Work site. During the period of suspension, Construction Manager shall use its best efforts to utilize its plant, labor and equipment in such a manner as to minimize costs associated with suspension.

- 23.1.1 Upon receipt of any such notice, Construction Manager shall, unless the notice requires otherwise:

1. immediately discontinue work on the date and to the extent specified in the notice;
2. place no further orders or subcontracts for material, services, or facilities with respect to suspended work other than to the extent required in the notice;
3. promptly make every reasonable effort to obtain suspension, upon terms satisfactory to Owner, of all orders, subcontracts and rental agreements to the extent they relate to performance of work suspended;
4. continue to protect and maintain the Work including those portions on which work has been suspended, and
5. take any other reasonable steps to minimize costs associated with such suspension.

- 23.1.2 In addition to all amounts that would otherwise be due for work performed prior to the suspension, as compensation for such suspension, Construction Manager will be reimbursed for the following verifiable costs, without duplication of any item, to the extent that such costs directly result from such suspension of work:

1. A standby charge to be paid to Construction Manager during the period of suspension of work which standby charge shall be sufficient to compensate Construction Manager for keeping, to the extent required in the notice, its organization and equipment committed to the Work in a standby status;

2. All reasonable costs associated with mobilization and demobilization of Construction Manager's plant, forces and equipment;
 3. An equitable amount to reimburse Construction Manager for the cost of maintaining and protecting that portion of the Work upon which work has been suspended; and
 4. If as a result of any such suspension of work the cost to Construction Manager of subsequently performing work is increased or decreased, an equitable adjustment will be made in the cost of performing the remaining portion of work.
- 23.2 In no event shall the Construction Manager be entitled to assert a claim for home office overhead in accordance with the Eichleay Formula, or otherwise, in the event of an Owner suspension, unless the home office expense directly relates and is attributable to the suspension. Upon receipt of notice to resume suspended work, Construction Manager shall immediately resume performance of the suspended work to the extent required in the notice. Any claim on the part of Construction Manager for time and/or compensation arising from suspension shall be made within twenty-one (21) calendar days after receipt of notice to resume work and Construction Manager shall submit for review a revised construction schedule. No adjustment shall be made for any suspension to the extent that performance would have been suspended, delayed, or interrupted by any Construction Manager's non-compliance with the requirements of this Contract.

GC 24 DECLARATION OF DEFAULT

- 24.1 The failure of the Construction Manager to supply enough properly skilled workers or materials, or its failure to make prompt payments to subcontractors or for materials or labor, or to obey laws, ordinances, rules, regulations or orders of public agencies having jurisdiction, or to comply in any way with the Contract Documents, shall be sufficient grounds for the Owner to find the Construction Manager in material default and that sufficient cause exists to terminate the Contract for cause, and to withhold payment or any part thereof until the cause or causes giving rise to the default has/have been eliminated by the Construction Manager and approved by the Owner. If a finding of default is made, the Construction Manager and its Surety shall remain responsible for performance of the requirements of the Contract Documents unless and until the Owner terminates the Contract. Upon a finding of default, the Owner shall set a reasonable time, but in no event in excess of seven (7) calendar days after written notice from Owner detailing the default, within which the Construction Manager and its Surety shall eliminate the cause or causes of default. When the basis for finding of default no longer exists, the Owner shall notify the Construction Manager and its Surety in writing that the default has been corrected and that the Construction Manager is no longer in default. If the Construction Manager fails to correct the default within the time allowed, the Owner may terminate the Contract and the employment of the Construction Manager after no less than seven (7) days written notice, without otherwise waiving its rights against the Construction Manager or its Surety. The Construction Manager's entitlement to payment

for work properly performed prior to the termination shall survive termination of the Agreement.

GC 25 TERMINATION FOR DEFAULT

25.1 Notwithstanding any other provisions of this Contract, Construction Manager shall be considered in default of its contractual obligation under this Contract if the:

- a. Construction Manager fails or refuses to prosecute the Work or any severable part, with the diligence that will insure its completion within the time specified in this Contract;
- b. Construction Manager fails or refuses to prosecute the Work on any severable part, with the diligence that will insure its completion within the time specified in construction schedules and related milestones issued in conjunction with this Contract;
- c. Construction Manager fails to complete the Work within the time specified in this Contract;
- d. Construction Manager fails to deliver the supplies or perform the services required of the Construction Manager under this Contract within the time specified in this Contract;
- e. Construction Manager fails or refuses to provide sufficient properly skilled workmen or tradesmen;
- f. Construction Manager refuses or fails to supply materials, equipment or services meeting the requirements of this Contract;
- g. Construction Manager fails to make payments for materials, labor or services to subcontractors, sub subcontractors, suppliers or materialmen of any tier in accordance with such agreements that may exist among them;
- h. Construction Manager violates laws, ordinances, rules, regulations of any governmental authority having jurisdiction;
- i. Construction Manager materially breaches any of the provisions of this Contract;
- j. Construction Manager, or its sub-contractors or lower tier sub-subcontractors refuse or otherwise fail to fully cooperate with the Palm Beach County Inspector General as, if and when requested.

- 25.2 Upon the occurrence of any of the foregoing, Owner or its Project representatives shall notify Construction Manager, in writing, of the nature of the failure and of Owner's intention to either terminate the Contract for default, or to declare the Construction Manager to be in default and make demand upon its Surety to perform, at its sole option.
- 25.3 If Construction Manager or its Surety(ies) does not cure such failure within seven (7) calendar days from receipt of notification, or sooner if consideration of safety to persons is involved, or if Construction Manager or its Surety(ies) fails to provide satisfactory evidence that such default will be corrected, Owner may, with additional seven (7) days notice to Construction Manager's Surety(ies), if any, terminate in whole or in part Construction Manager's right to proceed with work by written notice and prosecute the Work to completion by contract or by any other method deemed expedient. Owner may take possession of and utilize any materials, plant, tools, equipment, and property of any kind furnished by Construction Manager and necessary to complete the Work.
- 25.4 Construction Manager and its sureties, if any, shall be liable, jointly and severally, for all costs in excess of the Contract price for such terminated work reasonably and necessarily incurred in the completion of the Work as scheduled, including cost of administration of any contract awarded to others for completion, plus Liquidated Damages.
- 25.5 Upon termination for default Construction Manager shall:
- A. immediately discontinue work on the date and to the extent specified in the notice and place no further purchase orders or subcontracts to the extent that they relate to the performance of work terminated;
 - B. inventory, maintain and turn over to Owner all materials, plant, tools, equipment, and property furnished by Construction Manager or provided by Owner for performance of work;
 - C. promptly obtain cancellation upon terms satisfactory to Owner of all purchase orders, subcontracts, rentals, or any other agreements existing for performance of the terminated work or assign those agreements to Owner as directed;
 - D. cooperate with Owner in the transfer of information and disposition of work in progress so as to mitigate damages;
 - E. comply with other reasonable requests from Owner regarding the terminated work; and
 - F. continue to perform in accordance with all of the terms and conditions of the Contract such portion of work that is not terminated.
- 25.6 If, upon termination pursuant to this GC-25, it is determined informally or by judicial decision that the Construction Manager was not in default, the rights, obligations, and

duties of the parties shall be the same as if the termination had been made pursuant to GC-26 below.

GC 26 OPTIONAL TERMINATION-TERMINATION FOR CONVENIENCE

- 26.1 Owner may, at its option and convenience, terminate the Contract, in whole or in part, at any time by written notice thereof to Construction Manager, whether or not Construction Manager is in default. Upon any such termination, Construction Manager hereby waives any claims for damages from the optional termination, including, without limiting the generality thereof, loss of anticipated profits on Work not performed on account thereof, home office overhead, lost bonding capacity, and consequential damages. As the sole right and remedy of Construction Manager, Owner shall pay Construction Manager in accordance with Subparagraphs below; provided, however, that those provisions of the Contract, which by their very nature survive final acceptance under the Contract, shall remain in full force and effect after such termination.
- A. Upon receipt of any such notice, Construction Manager and its Surety shall, unless the notice requires otherwise:
1. Immediately discontinue work on the date and to the extent specified in the notice;
 2. Place no further orders or subcontracts for materials, services, or facilities, other than as may be necessary or required for completion of such portion of work under the Contract that is not terminated;
 3. Promptly make every reasonable effort to obtain cancellation upon terms satisfactory to Owner of all orders and subcontracts to the extent they relate to the performance of work terminated;
 4. If requested by the Town in writing, assign to the Town, all right, title and interest of the Construction Manager under the subcontracts terminated. Such Assignment shall not include assumption of Construction Manager's obligations or liabilities under a subcontract. The Town shall have the right (but not the obligation) to assume the Construction Manager's obligations under any subcontracts assigned. Neither this paragraph or any assignment of subcontracts shall constitute the Town's assumption of Construction Manager's or other obligations under any such subcontract absent a written document executed by the Town and the subcontractor in which the Town expressly acknowledges an assumption of Construction Manager's obligations, and then only to the extent specified. In no event will the Town assume any obligation of the Construction Manager under the subcontracts that arise out of or relate to Construction Manager's default prior to such assignment;
 5. The Construction Manager shall include in all subcontracts, equipment leases and purchase order, a provision requiring the subcontractor,

- equipment lessor, or supplier, to consent to the assignment of their subcontract to the Owner;
6. Assist Owner, as specifically requested in writing, in the maintenance, protection and disposition of property acquired by Owner under the Contract; and,
 7. Complete performance of any work that is not terminated.
- B. Upon any such termination, Owner will pay to Construction Manager an amount determined in accordance with the following (without duplication of any item):
1. All amounts due and not previously paid to Construction Manager for work completed in accordance with the Contract prior to such notice, and for work thereafter completed as specified in such notice.
 2. The reasonable cost of settling and paying claims arising out of the termination of work under subcontracts or orders as provided in Subparagraph A.3. above.
 3. The verifiable costs incurred pursuant to Subparagraph A.4 above.
 4. Any other reasonable costs which can be verified to be incidental to such termination of work, including demobilization costs.
- 26.2 The foregoing amounts will include a reasonable sum, under all of the circumstances, as profit for all work satisfactorily performed by Construction Manager.
- 26.3 The Town's Termination for Convenience shall be without waiver or prejudice to, all of the Town's claims, rights and remedies arising out of or related to any default, breach of contract, damages or other claims the Town may have against Construction Manager, or Construction Manager's subcontractors, material men and suppliers of any tier, or any other person or entity at the time of Optional Termination, or arising thereafter.
- Construction Manager hereby acknowledges acceptance of the risk and cost of the foregoing and acknowledges and agrees to the foregoing limitation on Construction Manager's claims or damages arising out of, or relating to, an Optional Termination by the Town.
- 26.4 Construction Manager shall submit within 30 days after receipt of notice of termination, a proposal for an adjustment to the Contract price including all incurred costs described herein. Owner shall review, analyze, and verify such proposal, and negotiate an equitable adjustment, and the Contract shall be amended in writing accordingly.

GC 27 EXTENSION OF TIME

- 27.1 If the Construction Manager is delayed at any time in the progress of the Work by a written directive issued by the Owner's representative, or any act, omission or neglect of the Owner or the Architect/Engineer, or by a separate contractor employed by the Owner, or by any changes ordered in the Work, or by an act of God, labor disputes, unusual delay in deliveries, or other causes beyond Construction Manager's control, including

discovery of unforeseen site conditions, and such delay extends the completion date, the Substantial Completion shall be extended by Change Order for such reasonable time as the Owner may reasonably determine.

No extension of Contract Time or increases in Guaranteed Maximum Price (GMP) shall be granted for any delay caused by severe though not unusual weather conditions (other than hurricanes and tornadoes), for any delay which is attributable to slow submittals, or the lack of performance by sub-contractors in failure of obligations under the Contract Documents for which Construction Manager would otherwise be liable.

27.2 The Construction Manager must request the extension of time in writing and must provide the following information within the time periods stated hereafter. Failure to submit such information and in compliance with the time requirements hereinafter stated, shall constitute a waiver by the Construction Manager and a denial of the claim for extension of time:

- a. Nature of the delay or change in the Work;
- b. Dates of commencement/cessation of the delay or change in the Work;
- c. Activities on the progress schedule current as of the time of the delay or change in the work affected by the delay or change in the Work;
- d. Identification and demonstration that the delay or change in work impacts on the approved Bar Chart;
- e. Identification of the source of delay or change in the Work;
- f. Anticipated impact extent of the delay or change in the Work; and
- g. Recommended action to minimize the delay.

27.2.1 The Construction Manager acknowledges and agrees that the evaluation of time extensions will be based upon the following criteria:

1. All schedule updates, submittals and other requirements of this General Condition have been met;
2. The delay must be due to the Owners or Architect/Engineer's change in the Work or due to an Act of God or matters described in 27.1;
3. The delay which is the subject of the time extension must result in a direct delay to the Critical Path as determined by the Construction Manager's computer generated approved Bar Chart;
4. If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be submitted within thirty (30) days of occurrence and shall be documented by data substantiating that weather conditions were abnormal for the period of time required for completion of the Work, could not have been reasonably anticipated, and that weather conditions had an adverse effect on the scheduled construction.

- 27.3 The Owner's determination as to the total number of days of Contract extension will be based upon the computer produced construction schedule current at the time of the delay event.
- 27.4 The Construction Manager shall not be entitled to any extension of time for delays resulting from any cause unless it shall have notified the Owner in writing within seven (7) calendar days after the commencement of such delay, or within ten (10) calendar days of knowledge of a potential delay, whichever is earlier. In any event, within twenty-one (21) days of commencement of the delay, the Construction Manager shall provide in writing the information stated above.
- 27.5 For all changes in the Work in which the Construction Manager claims entitlement to a time extension, the Construction Manager shall provide to the Owner the same information as required above within thirty (30) days of the issuance of the request for change order or direction to change the scope of the Work and the Construction Manager's failure to provide such information shall constitute a waiver by the Construction Manager and a denial of any time extension for that change in the Work. Further, upon execution by the Owner and Construction Manager of any Change Order where no time extension has been requested or granted, that Change Order shall constitute a complete waiver of all claims for dollars or for any extension of time related to that work, or any work impacted by the change.
- 27.6 Delays in the Work attributable to matters described in 27.1 above shall allow Construction Manager to claim for extended general conditions directly incurred by the Construction Manager, plus increased costs directly incurred during any allowed extensions of the performance time.

GC 28 WARRANTY

- 28.1 Unless otherwise provided elsewhere in the Contract, all materials and equipment incorporated into any Work covered by the Contract shall be new and, where not specified, of the highest grade of quality for their intended use, and all workmanship shall be in accordance with construction practices acceptable to Owner. Unless otherwise provided in the Contract, Construction Manager warrants all equipment, materials, and labor furnished or performed under this Contract, against defects in design, materials and workmanship for a period of twelve months (unless longer guarantees or warranties are provided for elsewhere in the Contract in which case the longer periods of time shall prevail) from and after Substantial Completion of the Work under the Contract, regardless of whether the same were furnished or performed by Construction Manager or by any of its subcontractors of any tier. Even in the event that the Owner assumes partial utilization of portions of the Work prior to completion of all Work, the Warranties for that portion shall also extend for twelve months from Substantial Completion of the entire Work, so that all warranties are running concurrently upon Substantial Completion of the total Project, subject to the terms of GC 69.

- 28.2 Upon receipt of written notice from Owner of any defect in any such equipment, materials, or labor during the applicable warranty period due to defective design, materials or workmanship, the affected item or parts thereof shall be redesigned, repaired or replaced by Construction Manager at a time and in a manner acceptable to Owner in compliance with the Contract Documents.
- 28.3 Construction Manager warrants such redesigned, repaired or replaced Work against defective design, materials and workmanship for a period of twelve months from and after the date of acceptance thereof. Should Construction Manager fail to promptly make the necessary redesign, repair, replacement and tests, after written notice from Owner specifying the defects, Owner may perform or cause to be performed the same at Construction Manager's expense.
- 28.4 Construction Manager shall perform such tests as Owner may require to verify that such redesign, repairs and replacements comply with the requirements of this Contract. All costs incidental to such redesign, repair, replacement and testing, including the removal, replacement and reinstallation of equipment and materials necessary to gain access, shall be borne exclusively by Construction Manager. However, if such testing determines that the Work is not defective, then Owner shall compensate Construction Manager for such costs of testing and any affects on previously completed work.
- 28.5 Construction Manager and its surety or sureties shall be liable for the satisfaction and full performance of the warranties as set forth herein and any damage to other parts of the Work caused by the Construction Manager's failure to perform pursuant to this general condition.
- 28.6 The Construction Manager shall commence Work to remedy or replace the defective, deficient Work within five (5) calendar days after receiving written (including transmittals by FAX) notice from the Owner, subject to allowance for long-lead items. If the Construction Manager fails to remedy or remove or replace that Work or material which has been found to be defective or reasonably commence corrective action, then the Owner may remedy or replace the defective or deficient Work at the Construction Manager's expense; provided, however, all repairs to natural gas, telephone, radio, computer security, water, electric, air conditioning services and all emergency services shall be commenced within twelve (12) hours of notification, or by 7:00 a.m. whichever is earlier, and Construction Manager shall complete the repairs in an expeditious manner befitting the nature of the deficiency. The Construction Manager shall immediately pay the expenses incurred by the Owner for remedying the defects. If the Owner is not paid within ten (10) calendar days, the Owner may pursue any and all legal remedies it may have against the Construction Manager.
- 28.7 The Construction Manager is required to provide a designated telephone number for warranty related emergencies which occur outside the normal workday. The Construction Manager is solely responsible for ensuring that all warranty Work is completed in the manner described above. If the Owner agrees, in writing, a

subcontractor may be the point of contact for notices regarding warranty items, but such agreement shall not absolve the Construction Manager of his responsibility.

GC 29 PATENT INDEMNITY

- 29.1 Construction Manager hereby indemnifies and shall defend and hold Owner and its representatives harmless from and against all claims, losses, costs, damages, and expenses, including reasonable attorneys' fees, incurred by Owner and its representatives, respectively, as a result of or in connection with any claims or actions based upon infringement or alleged infringement of any patent and arising out of the use of the equipment or materials furnished under the Contract by Construction Manager, or out of the processes or actions employed by, or on behalf of Construction Manager in connection with the performance of the Contract, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect/Engineer.
- 29.2 Construction Manager shall, at its sole expense, promptly defend against any such claim or action for which it is responsible under the prior paragraph unless directed otherwise by Owner or its representatives; provided that Owner or its representatives shall have notified Construction Manager upon becoming aware of such claims or actions, and provided further that Construction Manager's aforementioned obligations shall not apply to equipment, materials, or processes furnished or specified by Owner or representatives. Construction Manager shall have the right, in order to avoid such claims or actions, to substitute at its expense non-infringing equipment, materials, or processes, or to modify such infringing equipment, materials and processes so they become non-infringing, or obtain the necessary licenses to use the infringing equipment, material or processes, provided that such substituted and modified equipment, materials and processes shall meet all the requirements and be subject to all the provisions of this Contract.

GC 30 INDEMNITY

- 30.1 To the fullest extent provided for by law, Construction Manager agrees to protect, defend, reimburse, indemnify and hold the Owner, its employees, elected officers and representatives and each of them (hereinafter collectively and for the purposes of this paragraph, referred to as "Owner"), free and harmless at all times from and against any and all claims, liability, expenses, losses, costs, fines and damages, including reasonable attorneys' fees, and causes of action of every kind and character against Owner by reason of any damage to property other than the work itself or the environment, economic losses, or bodily injury (including death) incurred or sustained by any party hereto, or of any party acquiring any interest hereunder, any employee of any party hereto or of any party acquiring an interest hereunder, and any third or other party whomsoever, or any governmental agency, to the extent caused by the Construction Manager's negligent acts or omissions or operations while performing the work, Construction Manager's acts, or

omissions or operations hereunder, or the performance, non-performance or purported performance of the Construction Manager or any breach of the terms of this Contract; provided however that Construction Manager shall not be responsible to Owner for damages resulting out of bodily injury or damages to property which Construction Manager can establish as being attributable to the negligence of Owner, its respective servants, employees, officers, or others for whom Owner is responsible, including separate contractors. The indemnification shall not include the indemnity/defense of Claims or damages resulting from gross negligence or willful, wanton, or intentional misconduct of Owner or its respective officers, directors, agents or employees, or for statutory violation or punitive damages, except and to the extent the statutory violation or punitive damages are caused by or result from the negligent acts or omissions of the Construction Manager, its agents, employees, or any of the Subcontractors, their agents, or of any tier or their respective employees. The parties acknowledge the requirements of Florida Statute § 725.06 have been fulfilled and apply to this section.

- 30.2 Construction Manager further agrees to hold harmless and indemnify Owner for any fines, citations, court judgments, insurance claims, restoration costs or other liability resulting solely from Construction Manager's activities on the Project, whether or not Construction Manager was negligent or even knowledgeable of any events precipitating such a claim or arising as a result of any situation involving Construction Manager's activities.
- 30.3 Said indemnification by Construction Manager shall be extended to include all deliverers, suppliers, furnisher of material or anyone acting for, on behalf of, or at the request of Construction Manager. Construction Manager recognizes the broad nature of this indemnification and hold harmless clause and voluntarily makes this covenant and expressly acknowledges the receipt of Twenty dollars (\$20.00), which payment is incorporated into the Contract Sum and such other good and valuable consideration provided by Owner in support of this indemnification in accordance with the laws of the State of Florida. This Article 30 and its subparts shall survive termination of this Agreement.

GC 31 INSURANCE

- 31.1 Unless otherwise specified in this contract, Construction Manager shall at its sole expense, maintain in effect at all times during the performance of Work hereunder insurance coverage with limits not less than those set forth in Attachment "1" and with insurers and under forms of policies acceptable to Owner. Construction Manager shall deliver to Owner Certificates of Insurance (and at Owner's options, certified copies of all policies), evidencing that such policies are in full force and effect, no later than ten (10) days after execution of the Contract by Owner and prior to commencing Work on the Project site. Such Certificates shall adhere to the conditions set forth in Attachment "1".
- 31.2 Construction Manager shall purchase and maintain during the life of this Contract Workers Compensation insurance, including Employers Liability, to comply with all

applicable State and Federal laws covering all of its employees on the Work site, and in accordance with all of the limits, terms and conditions set forth in Attachment "1". If any Work is sublet, Construction Manager shall require all subcontractors to similarly comply with this requirement unless such subcontractors' employees are covered by Construction Manager's Workers Compensation insurance policy.

- 31.3 Construction Manager shall purchase and maintain during the life of this Contract Comprehensive or Commercial General Liability insurance in accordance with all of the limits, terms and conditions set forth in Attachment "1".
- 31.4 Should any of the Work hereunder involve watercraft owned or operated by Construction Manager or any subcontractor, such shall be insured under the Comprehensive or Commercial General Liability policy, or by other such liability insurance such as Protection and Indemnity.
- 31.5 Construction Manager shall purchase and maintain during the life of this Contract Comprehensive Automobile Liability insurance covering on all owned, non-owned and hired automobiles with all of the limits, terms and conditions set forth in Attachment "1."
- 31.6 NOT USED
- 31.7 Should any of the Work hereunder involve the hauling and/or rigging of property in excess of \$500,000.00 or \$250,000.00 in transit, Construction Manager shall procure and maintain "all risk" Transit or Motor Truck Cargo insurance, or similar form of coverage, insuring against physical damage or loss to the property being transported, stored, moved or handled by Construction Manager or any subcontractor pursuant to the terms of this contract, subject to the limits, terms and conditions set forth in Attachment "1".
- 31.8 Should any of the Work hereunder involve aircraft (fixed wing or helicopter) owned or operated by Construction Manager or any subcontractor, Construction Manager shall procure and maintain Aircraft Liability insurance as may later be directed by Owner. Premiums for Construction Manager furnished coverage is not included in the GMP. Notwithstanding the foregoing, Construction Manager shall verify and confirm such coverages are provided by its subcontractors who may use aircraft in connection with Construction Manager's obligations hereunder, such as, but not limited to, aerial photography, and such lower tier coverage(s) is included in the GMP.
- 31.9 The requirements contained herein as to types and limits, as well as Owner's approval of insurance coverage to be maintained by Construction Manager, are not intended to, and shall not in any manner limit or qualify the liabilities and obligations assumed by Construction Manager under the contract.
- 31.10 The Certificates of Insurance must provide clear evidence that Construction Manager's Insurance Policies contain the minimum limits of coverage and special provisions prescribed in this GC-31, in accordance with all of the limits, terms and conditions set

forth in Attachment "1". All involved policies must be endorsed so that thirty (30) days notification of cancellation and any material change(s) in coverage shall be provided to The Town of Palm Beach, Florida. Insurance shall remain in force until all Work required to be performed under the terms of this Contract are satisfactorily completed as evidenced by the formal acceptance by The Town of Palm Beach, Florida. In the event that the insurance certificates provided hereunder indicates that the insurance shall terminate and lapse during the period of this Contract then, in that event, the Construction Manager shall furnish, at least thirty (30) days prior to the expiration of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Contract and any extension thereunder is in effect. Construction Manager shall not continue to work pursuant to this Contract unless all required insurance remains in effect. Owner may withhold payment to the Construction Manager until coverage is reinstated.

- 31.11 The Construction Manager shall deliver the original Certificates of Insurance to:

The Town of Palm Beach, Florida
360 South County Road, P.O. Box 2029
Palm Beach, Florida 33480
Attn.: Karen Temme, Risk Manager
risk@townofpalmbeach.com

- 31.12 Notices, in original, of cancellation, terminations and alterations of such policies shall be delivered to:

The Town of Palm Beach, Florida
360 South County Road, P.O. Box 2029
Palm Beach, Florida 33480
Attn.: Karen Temme, Risk Manager
risk@townofpalmbeach.com

GC 32 SITE CONDITIONS

- 32.1 Construction Manager shall have the sole responsibility of satisfying itself concerning the nature and location of the Work and the general and local conditions, and particularly, but without limitation, with respect to the following: those affecting transportation, access, staging, parking, disposal, handling and storage of materials; availability, quantity and quality of labor, water and electric power; availability and condition of roads; climatic conditions, location of underground utilities as depicted on Contract documents, and through verification with local utility companies and the Owner, physical conditions of existing construction, topography and ground surface conditions; subsurface geology, and nature and quantity of surface and subsurface materials to be encountered; the nature of the ground water conditions; equipment and facilities needed preliminary to and during performance of the Contract; and all other matters which would be reasonably known to a general contractor of like skill to in any way affect performance of the Contract, or the

cost associated with such performance. The failure of Construction Manager to acquaint itself with any applicable condition will not relieve it from the responsibility for properly estimating either the difficulties or the costs of successfully and timely performing the Contract; provided, however, that the foregoing shall be not be a waiver by the Construction Manager of claims for equitable adjustment in Contract Time or Price, or both, due to (1) subsurface or concealed conditions which differ materially from those indicated on the Contract Documents, or (2) unknown physical conditions of an unusual nature which differ materially from those ordinarily found to exist and generally recognized as inherent in construction of the character provided in the Contract Documents.

GC 33 NOT USED

GC 34 ACCESS TO WORK AREAS

- 34.1 Owner, and his duly authorized representatives and employees, and all duly authorized representatives of governmental agencies having jurisdiction over Work areas or any part thereof shall, at all reasonable times, for the purpose of determining compliance with Contract requirements and permits, have access to such areas and the premises used by Construction Manager. Construction Manager shall also arrange for Owner, his said representatives and employees, to have access at all reasonable times to all places where equipment or materials are being manufactured, produced, or fabricated for use under the Contract.
- 34.2 Construction Manager's access to the site and storage areas shall be as shown on the plans and as designated by the Owner. Access routes may also be used by Town employees, the public and other separate Town contractors. No other access points shall be allowed unless approved by the Owner. All Construction Manager traffic authorized to enter the site shall be experienced with the route or guided by Construction Manager personnel. The Construction Manager is responsible for immediate cleanup of any debris deposited along the access route as a result of its construction traffic.

GC 35 INGRESS AND EGRESS

- 35.1 Construction Manager's access to the Work area will be permitted only through approaches that will be designated by Owner, and then only in such manner that Construction Manager's traffic will not interfere with Owner's operations. Construction Manager shall, at all times, maintain free unimpeded ingress and egress at the site. Construction Manager personnel are not to enter into any areas of the jobsite other than Work areas and areas of designated access.

GC 36 PRECONSTRUCTION CONFERENCE

- 36.1 As soon as practicable after execution of this Contract, and prior to commencing any Work, a pre-construction conference will be coordinated by the Construction Manager and the Owner. In attendance at said conference will be Owner and any of its representatives as may be deemed advisable. The purpose of said conference is to determine procedures related to the smooth progress of the Project and to review any items requiring clarification.

Procedures for the processing and distribution of all documents and correspondence related to the Contract will be established, among other things.

GC 37 MEETINGS

- 37.1 The Construction Manager shall, at its expense, as requested by Owner, attend any and all meetings called by Owner to discuss the Work under the Contract. Such meetings shall be conducted and recorded by the Construction Manager with typed minutes of each meeting distributed to all attendees.

GC 38 NOT USED

GC 39 DELIVERY, UNLOADING AND STORAGE

- 39.1 Construction Manager shall, at its expense, receive, unload, store in a secure place, and deliver from storage to the construction site all materials, plant and equipment required for the performance of the Contract. The storage facilities, methods of storing and security provisions shall meet Owner's approval and manufacturer's recommendations. Materials and equipment subject to degradation by outside exposure shall be stored in a weather tight enclosure.
- 39.2 Owner-furnished materials will be received and stored by the Owner at an adjacent project location of its choosing; the loading and transport of such materials shall be performed by the Construction Manager, and such labor, equipment and related expenses arising out of or in connection therewith are included in the GMP.

GC 40 WORK AREA

- 40.1 All Construction Manager's Work areas on the jobsite will be assigned by Owner, in writing, and shall be compliant with applicable FDOT permit(s). Construction Manager shall confine its storage, staging, equipment and vehicle parking to the areas so approved. Before commencing Work, the Construction Manager shall provide the Owner with land and cell line numbers where representatives of the Construction Manager may be reached at all times during normal working hours, and for emergency matters. Should Construction Manager find it necessary or advantageous to use any additional land outside the Project site for any purpose whatever, Construction Manager shall, provide

and make its own arrangements for the use of such additional land at no additional cost to Owner.

GC 41 NOT USED

GC 42 CONSTRUCTION MANAGER-FURNISHED MATERIALS, EQUIPMENT AND WORKMANSHIP

- 42.1 Only new, unused items of recent manufacture, of designated quality, but in no event less than the standard quality for the improvements, free from defects, will be accepted. Rejected items shall be removed immediately from the Work and replaced with items of specified quality. Failure by Owner to order removal of rejected materials and equipment shall not relieve Construction Manager from responsibility for quality of the materials supplied nor from any other obligation under the Contract Documents.
- 42.2 Construction Manager shall continuously check architectural and structural clearances for accessibility of equipment and mechanical and electrical systems. No allowance of any kind will be made for Construction Manager's negligence to foresee means of installing equipment into position inside structures.
- 42.3 No Work defective in construction or quality, or deficient in meeting any requirement of the Contract Drawings and Specifications will be acceptable regardless of Owner's failure to discover or to point out defects or deficiencies during construction; nor will the presence of field representatives at the Work or the satisfaction of the Work meeting applicable code requirements relieve Construction Manager from responsibility for the quality and securing progress of Work as required by the Contract Documents. The Owner shall notify the Construction Manager of defective or unacceptable Work if the Owner discovers such. Defective Work revealed within the time required by warranties (whether expressed or implied) shall be remedied in accordance with the GENERAL CONDITIONS Section entitled, WARRANTY. No payment, whether partial or final, shall be construed as an acceptance of defective Work or improper materials.
- 42.4 Construction Manager shall waive "common practice" and "common usage" as construction criteria wherever details and specifications or governing codes and ordinances require greater quantity or better quality than common practices and common usage would require. Construction Manager shall order and schedule delivery of materials in reasonable time to avoid delays in construction. The Construction Manager shall be fully responsible for the timely ordering, scheduling, expediting, delivery, and installation of all equipment and materials. If an item is found to be unavailable, Construction Manager shall notify Owner immediately of recommended substitute(s) to permit Owner's selection of a suitable substitute.
- 42.5 Owner will exercise sole authority for determining conformance of workmanship, materials, equipment and systems with the requirements of the Contract. Review and approval of all items proposed by Construction Manager for incorporation into the Work

will be by Owner. This function by Owner will apply both to approvals for the Contract as initially signed, and to approvals for changes to Contract by modifications during progress of the Work. Reference to manufacturers' names, brands and models is to establish the type and quality desired. Substitutions may be permitted unless specifically noted otherwise and in accordance with GC 43 below.

- 42.6 When materials, equipment, or systems are specified by performance only, without reference to specific manufacturer's brands or models, Construction Manager shall submit its own choice for Owner's review and approval, supported by sufficient evidence of conformity with the Contract Documents.

GC 43 SUBSTITUTIONS

- 43.1 Prior to proposing any substitute item, Construction Manager shall satisfy itself that the item proposed is, in fact, equal or better to that specified, that such item will fit into the space allocated, that such item affords comparable ease of operation, maintenance and service, that the appearance, longevity and suitability for the climate are comparable, and that by reason of cost savings, reduced construction time, or similar demonstrable benefit, the substitution of such item will be in Owner's interest, and will in no way impact detrimentally upon the Project completion date and schedule.
- 43.2 The burden of proof of equality of a proposed substitution for a specified item shall be upon Construction Manager prior to Owner's decision on such substitution. Construction Manager shall support its request with sufficient test data and other means to permit Owner to make a fair and equitable decision on the merits of the proposal. Construction Manager shall submit drawings, samples, data, certificates, and additional information as may be required by the Owner for proposed substitute items as required by GC 42 CONSTRUCTION MANAGER FURNISHED DRAWINGS, DATA & SAMPLES.
- 43.3 Any item by a manufacturer other than those specified or of brand name or model number or of generic species other than those specified will be considered a substitution. Owner will be the sole judge of whether or not the substitution is equal in quality, utility and economy to that specified. Construction Manager shall allow an additional 15 days for Owner's review of substitution. All requests for substitutions with submittal data must be made at least fifty (50) days prior to the time Construction Manager must order, purchase, or release for manufacture or fabrication, to the extent knowledge or need for the substitution is available by such time. Materials and methods proposed as substitutions for specified items shall be supported by certification of their approval for use by all governmental agencies having jurisdiction over use of specific material or method. Substitutions may not be permitted in those instances where the products are designed to match artistic design, specific function or economy of maintenance. Approval of a substitution shall not relieve Construction Manager from responsibility for compliance with all requirements of the Contract. Construction Manager shall coordinate

the change with all trades and bear the expense for any changes in other parts of the Work caused by any substitutions.

- 43.4 If Owner rejects Construction Manager's substitute item on the first submittal, Construction Manager may make only one additional request for substitution in the same category. On the second request, and all future requests, the Construction Manager shall be invoiced the expenses (including Owner's and Design Professionals' cost and overhead) involved in reviewing submittal data.

GC 44 EXPEDITING

- 44.1 The equipment and material furnished under this Contract may be subject to expediting by Owner, at Owner's expense. Owner shall be allowed reasonable access to the shops, factories, and other places of business of the Construction Manager and its subcontractors and suppliers, for expediting purposes. As required by Owner, Construction Manager shall supply schedules and progress reports for Owner's use in expediting and Construction Manager shall cooperate with Owner and require its subcontractors and suppliers to cooperate with Owner in such expediting. Any expediting performed by Owner shall not relieve Construction Manager of its sole and primary responsibility for timeliness of delivery of the equipment and material to be furnished under this Contract, provided the costs are paid by Owner to expedite the Work if the Work is otherwise on schedule.

GC 45 FIELD LAYOUT OF WORK

- 45.1 All Work under this Contract shall be constructed in accordance with the lines and grades shown on the Contract Drawings or as approved by the Owner in writing. Elevation of existing ground, structures and appurtenances are believed to be reasonably correct but are not guaranteed to be absolute and therefore are presented only as an approximation.
- 45.2 All survey work for construction control purposes shall be made by a land surveyor registered in the State of Florida, with demonstrated experience in the Project area, and who shall be employed by the Construction Manager, at Construction Manager's expense. Among other things, the Construction Manager or its surveyor shall establish all base lines for the location of the principal component parts of the Work together with permanent benchmarks and temporary bench marks adjacent to the Work. Based upon the information provided by the Contract Drawings, the Construction Manager's surveyor shall develop and make all detail surveys necessary for construction including establishment or construction of grid coordinates as shown on the Contract Drawings, location of property boundaries, stakes for all working points, lines and elevations. Construction Manager, at its expense, shall provide surveys necessary for utility easements.
- 45.3 The Construction Manager shall have the responsibility to carefully preserve all bench marks, reference points and stakes. In case of destruction thereof by the Construction

Manager resulting from his negligence, or for any other reason, it shall be held liable for any expense and damage resulting therefrom and shall be responsible for any mistakes that may be caused by the unnecessary loss or disturbance of such bench marks, reference points and stakes. Existing or new control points, property markers, and monuments that will be established or are destroyed during the normal course of construction shall be re-established by the Construction Manager, and all reference ties recorded therefore shall be furnished to the Owner. All computations necessary to establish the exact position of the Work shall be made and preserved by the Construction Manager.

GC 46 CONSTRUCTION MANAGER FURNISHED DRAWINGS, DATA AND SAMPLES

- 46.1 Review and permission to proceed by Owner as stated in this Contract does not constitute acceptance or approval of design details, calculations, analyses, test methods, certificates or materials developed or selected by the Construction Manager and does not relieve Construction Manager from full compliance with contractual obligations. Drawings, samples, catalogues, data and certificates required shall be submitted to the Owner for review.
- 46.2 All correspondence from the Construction Manager to the Owner shall be numbered sequentially and the submittal number shall be referenced. Submittal drawings (shop, erection or setting diagrams) and schedules, required for work of various trades, shall be checked before submission by technically qualified employees of Construction Manager for accuracy, completeness and compliance with Contract requirements. These drawings and schedules shall be stamped and signed by Construction Manager certifying to such check. The certification stamp shall read as follows:

"I certify that I have checked this submittal for accuracy, completeness and compliance with Contract requirements, and it has been coordinated with all other submittals and Contract Documents."

SIGN

Whiting-Turner Contracting, Co.

DATE

46.3 DRAWINGS.

- 46.3.1** Where drawings are required for (a) fabrication of Construction Manager furnished equipment; (b) installing Construction Manager furnished material or equipment; or (c) planning and performance of the Work under Contract; such drawings shall be originally generated and submitted by and at the expense of the Construction Manager before fabrication, installation or performance is commenced. Each submittal shall be made not less than thirty-five (35) calendar days prior to the time that the drawings are required in accordance with the schedule. Allow at least fourteen (14) calendar days for review by the Architect/Engineer. Such drawings shall include, but not be limited to, matchmarks, erection diagrams and other details, such as field connections for proper installation, erection of the equipment, and performance of the Work.
- 46.3.2** For drawings greater in size than 11" x 17", one reproducible and four copies shall be submitted to the Owner by and at the expense of the Construction Manager. The Owner will be the sole judge of the adequacy of the quality of the reproducible and prints and may reject reproducibles and/or prints on the basis of quality alone. Such drawings will not be folded, but will be transmitted in mailer rolls manufactured expressly for that purpose. The reproducible with the Owner's review comments will be returned to the Construction Manager. A reproducible copy of drawings equal to or less than 11" x 17" is not necessary, but five copies of the unfolded drawings must be transmitted to the Architect/Engineer and Owner.
- 46.3.3** If drawings show variations from the Contract requirements that are readily apparent from Construction Manager's review as required by this Contract, the Construction Manager shall describe such variations in writing, separate from the drawings, at the time of submission. If the Owner approves any such variation(s), it will issue an appropriate Contract modification, except that, if the variation is minor and does not involve a change in price or in time of performance, a modification need not be issued. The terms of this Section GC 46 shall not diminish Architect/Engineer's or other consultant of Owner's professional or contractual obligations.
- 46.3.4** Drawings of a specific piece of equipment shall identify components with the manufacturer's part number or reference drawing clearly indicated. If reference drawing numbers are used, the review date of such drawings shall be included. Drawings shall indicate design dimensions, maximum and minimum allowable operating tolerances, i.e. – bending radius, deflections, slopes. The sequence of submission of all drawings shall be such that all information is available for reviewing each drawing when it is received.
- 46.3.5** All drawings submitted by the Construction Manager shall be certified and dated by the Construction Manager on the face of each drawing to be correct, accurate and shall be furnished in accordance with requirements of the Specifications. The Architect/Engineer and Owner will conduct a review of Construction Manager's drawings and a drawing marked with one of the following review comments will be returned to the Construction Manager:

1. No exceptions taken.
2. Make corrections noted. No resubmittal.
3. Make corrections noted. Resubmit.
4. Rejected.
5. Not required for review.

46.3.6 The Construction Manager must incorporate the changes indicated, resubmit and obtain a Code 1, 2 or 5 notation before release for shipment can be granted.

46.4 SAMPLES.

46.4.1 Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged. Samples of all items of related systems (i.e., adjacent surfaces requiring similar colors but manufactured of different materials) must be submitted in the same time frame before the approval process can begin.

46.4.2 Where samples are required, they shall be submitted by and at the expense of the Construction Manager. Such submittal shall be made not less than thirty five (35) calendar days prior to the time that the materials represented by such samples need to be ordered for incorporation into any Work in accordance with the schedule. Allow at least 21 calendar days for Owner's review. Materials represented by such samples shall not be manufactured, delivered to the site or incorporated into any Work without such review. Each sample shall bear a label showing the Construction Manager's name, date submitted, Project name, name of the item, manufacturer's name, brand name, model number, supplier's name, and reference to the appropriate drawing, Technical Specification section and paragraph number, all as applicable.

46.4.3 Samples that have been reviewed may, at Architect/Engineer's and Owner's option, be returned to the Construction Manager for incorporation into the Work.

46.5 Catalogues, Data and Certificates.

46.5.1 Where catalogues, data or certificates are required, five (5) copies of each shall be submitted by and at the expense of the Construction Manager. Such submittal shall be made not less than thirty five (35) calendar days prior to the time that the materials represented by such catalogues, data or certificates must be ordered for incorporation into any Work in accordance with the Bar Chart schedule approved by the Owner, in writing. Allow at least 21 calendar days for Architect/Engineer and Owner's review. Material represented by such shall not be fabricated, delivered to the site or incorporated into any Work without such review.

46.5.2 Certificates shall clearly identify the material being certified and shall include but not be limited to providing the following information: Construction Manager's name, Project

name, name of the item, manufacturer's name, and reference to the appropriate drawing, Technical Specification section and paragraph number all as applicable. All catalogues, data and certificates submitted by the Construction Manager shall be certified and dated by the Construction Manager on the face of each catalogue, data and certificate to be correct and shall be furnished in accordance with these requirements and the requirements of the Technical Specifications. Architect/Engineer and Owner will conduct a review of Construction Manager's catalogues, data, and certificates and one copy marked with the review comments listed in paragraph 46.3.5, above, will be returned to the Construction Manager.

GC 47 CONSTRUCTION SCHEDULE

47.1 Within ten (10) days after the date of the Owner's issuance of a Notice to Proceed, the Construction Manager shall prepare and submit a construction schedule in graphically depicting the activities contemplated to occur as a necessary incident to performance of the Work required to complete the Project, showing the sequence in which the Construction Manager proposes for each such activity to occur and duration (dates of commencement and completion, respectively) of each such activity.

47.1.1 The construction schedule shall be complete in all respects, covering, in addition to activities and interfaces with other Construction Managers at the site of the Work, offsite activities such as design, fabrication, an allowance for weather delays, submittals, procurement and jobsite delivery of Construction Manager furnished material and equipment. The schedule shall be computer generated Bar Chart drawn to a time scale using arrow or precedence type diagramming. The construction schedule activities shall mirror the payment application breakdown.

47.1.2 The construction schedule shall include the following:

- a. Brief description of each activity.
- b. All submittals, samples, approvals, fabrication, and deliveries for equipment and materials.
- c. Activities showing scheduled start and finish, late start and finish.,
- d. Relations between activities.
- e. Duration of activities.
- f. Contractual and other major milestones including phasing.
- g. Schedule activities to include labor and material.
- h. An allowance for delays due to weather. Contract Time extensions for weather delays will be granted only when all of the conditions and criteria for evaluation of time extensions have been met pursuant to the General Conditions.

47.1.3 Upon acceptance by Owner of the Bar Chart Schedule, in writing, the Early Start and Early Finish dates for all activities shall be fixed as Planned Start and Planned Finish dates. Any further revisions to the schedule must be submitted in writing and approved by the Owner.

47.1.4 The detailed schedule submittal shall include five (5) color copies of the following:

- a) Time Scaled Diagram.
- b) Bar Chart in the following formats:
 - 1) Sorted by activity.
 - 2) Sorted by early start.
- c) Precedence and Successor report.
- d) Narrative report.
- h) Computer diskette, if applicable (One copy)
- i) Submittals shall be organized under Standard CSI format.

47.1.5 The Schedule shall be updated monthly and submitted along with an updated CD accompanied, if applicable, by an Application for Payment. Construction Manager shall meet with the Owner and Architect/Engineer of Record to review and verify:

- a) Actual start and finish dates for completed activities.
- b) Remaining duration required to complete each activity started, scheduled to start, but not completed.
- c) Logic and time, for change orders that are to be incorporated into the schedule.
- d) Percentage for completed and partially completed activities.

47.2 Following development and submittal of the construction schedule as aforesaid, the Construction Manager shall, at the end of each calendar month occurring thereafter during the period of time required to finally complete the Project, or at such earlier intervals as circumstances may require, update and/or revise the construction schedule to show the actual progress of the Work performed and the occurrence of all events which have affected the progress of performance of the Work already performed or will affect the progress of the performance of the Work yet to be performed in contrast with the planned progress of performance of such Work, as depicted on the original construction schedule and all updates and/or revisions thereto as reflected in the updated and/or revised construction schedule last submitted prior to submittal of each such monthly update and revision.

47.3 The Construction Manager shall prepare and incorporate into the schedule data base, at the required intervals, the following schedules:

- a. Subcontractor Construction (Subnetworks) - Upon the award of each subcontract, the Construction Manager shall jointly with the subcontractor, develop a schedule which is more detailed than the pre-bid schedule included in the Specifications, taking into account the Work schedule of the other subcontractors. The construction schedule shall include as many activities as necessary to make the schedule an effective tool for construction planning and for monitoring the performance of the subcontractor. The construction schedule shall also show pertinent activities for material purchase orders, manpower supply, shop drawing schedules and material delivery schedules.

b. Occupancy Schedule - The Construction Manager shall jointly develop with the Architect-Engineer and Owner a detailed plan, inclusive of punch lists, final inspections, maintenance training and turn-over procedures, to be used for ensuring accomplishment of a smooth and phased transition from construction to Owner occupancy. The Occupancy Schedule shall be produced and updated monthly from its inception through final Owner occupancy.

- 47.4 The Construction Manager shall submit a written narrative report as a part of his monthly review and update in a form agreed upon by the Construction Manager and the Owner. The narrative report shall include a description of problem areas; current and anticipated delaying factors and their estimated impact on performance of other activities and completion dates; and an explanation of corrective action taken or proposed.
- 47.5 The Construction Manager shall have in its employ for the length of this Project, at least one qualified scheduling specialist whose responsibility as to this Contract will be to prepare, plan and draft the construction schedules, monitor the construction progress, analyze scheduling problems for resolution, update the Construction Schedule as required in the Contract, and maintain updated information as required regarding the interface with other contracts.
- 47.6 The Construction Manager agrees that whenever it becomes apparent from the current progress review meeting or the computer produced calendar dated schedule that the Contract completion date will not be met, the Construction Manager shall execute some or all of the following remedial actions at Construction Manager's sole cost and expense:
 - a) Increase construction manpower in such quantities and crafts as necessary to eliminate the backlog of Work.
 - b) Increase the number of working hours per shift, shifts per working day, working days per week, the amount of construction equipment, or any combination of the foregoing to eliminate the backlog of Work.
 - c) Reschedule the Work in conformance with the specification requirements.
- 47.7 Prior to proceeding with any of the above actions, the Construction Manager shall notify the Owner of the proposed schedule changes. Such actions shall be incorporated by the Construction Manager into the diagram before the next update, at no additional cost.

GC 48 RESPONSIBILITY FOR WORK SECURITY

- 48.1 Construction Manager shall, at its expense, at all times conduct all operations under the Contract in a manner to avoid the risk of loss, theft or damage by vandalism, sabotage or other means to any property. Construction Manager shall promptly take all reasonable precautions which are necessary and adequate against any conditions which involve a risk of loss, theft or damage to its property, at a minimum. Construction Manager shall continuously inspect all its Work, materials, equipment and facilities to discover and determine any such conditions and shall be solely responsible for discovery, determination and correction of any such condition.
- 48.2 Construction Manager shall prepare and maintain accurate reports of incidents of loss, theft or vandalism and shall furnish these reports to Owner within three days of each incident.

GC 49 PROTECTION OF WORK IN PROGRESS, MATERIALS AND EQUIPMENT

- 49.1 Construction Manager shall be responsible for and shall bear any and all risk of loss or damage to Work in progress, all materials delivered to the site, and all materials and equipment involved in the Work until completion and final acceptance of Work under this Contract. Excluded from Construction Manager's responsibility is any loss or damage which results from acts or omissions of the Owner or its representatives or other contractors.
- 49.2 Permanent openings or thoroughfares for the introduction of work and materials to the construction site shall be protected so that upon completion, the entire Work will be delivered to the Owner in proper, whole and unblemished condition.

GC 50 PROTECTION OF EXISTING PROPERTY

- 50.1 Construction Manager shall so conduct its operations as not to damage, close, or obstruct any utility installation, highway, road or other property until permits therefore have been obtained. If facilities are closed, obstructed, damaged or rendered unsafe by Construction Manager's operations, Construction Manager shall, at its expense, make such repairs and provide temporary guards, lights and other signals as necessary or required for safety and the welfare of persons on the jobsite and the general public.
- 50.2 Construction Manager shall conduct its operation so as not to damage any existing buildings or structures. The Construction Manager shall verify that means and methods of construction used inside, adjacent to, under or over existing structures will not cause damage. The Construction Manager shall provide protection methods which insure the safety of persons on the jobsite and the general public.

- 50.3 Unless otherwise specifically provided in the Contract, Construction Manager shall not do any Work that would disrupt or otherwise interfere with the operation of any pipeline, telephone, electric, radio, gas, transmission line, ditch or other structure, nor enter upon lands in their natural state until approved by Owner. Thereafter, and before it begins such Work, Construction Manager shall give due notice to Owner of its intention to start such Work. Construction Manager shall not be responsible for any damages caused to any lines, cables, pipes, or pipelines which are not depicted on the surveys, studies, reports, investigations and legal descriptions of the site supplied to the Construction Manager.
- 50.4 Construction Manager shall preserve and protect all cultivated and planted areas and vegetation such as trees, plants, shrubs and grass on or adjacent to the Project, which, as determined by Owner, do not reasonably interfere with the performance of this Contract.
- 50.5 Construction Manager shall be responsible for damage to any such areas and vegetation and for unauthorized cutting of trees and vegetation, including, without limitation, damage arising from the performance of its work through operation of equipment or stockpiling of materials. All cost in connection with any repairs or restoration necessary or required by reason of any such damage or unauthorized cutting shall be borne by Construction Manager.

GC 51 LABOR

- 51.1 Construction Manager shall employ only competent and skilled personnel to perform the Work. Construction Manager shall, if requested to do so by Owner, remove from the jobsite any personnel of Construction Manager whom Owner determines unfit or acting or working in violation of any provision of this contract.
- 51.2 Work assignments and the settlement of jurisdictional disputes shall conform with either the Rules, Regulations and Procedures of the Plan for Settlement of Jurisdictional Disputes in the Construction Industry, and any successor agreement thereto, or any other mutually established method of determining work assignments and settling jurisdictional disputes.
- 51.3 Construction Manager shall comply with and shall cooperate with Owner in enforcing jobsite conditions and job work rules which directly affect the performance of the Work including, but not limited to, starting and quitting time, smoking regulations, check-in and check-out procedures, job site safety regulations and security regulations, emergency plans and procedures, and daily clean-up.
- 51.4 The Construction Manager and subcontractors shall be bound by and comply with all Federal, State and local laws with regard to minimum wages, overtime work, hiring, and discrimination. All work necessary to be performed after regular working hours, on Saturdays, legal and Town holidays, shall be performed without additional expense to the Owner. The Construction Manager shall comply with the Copeland Anti-Kick Back Act

(19 U.S.C. 874) as supplemented in the Department of Labor Regulations (29 CFR Part 3). This act provides that each Construction Manager or subcontractor shall be prohibited from inducing by any means, any person employed in the construction, completion or repair of public work, to give up any part of the compensation to which he is otherwise entitled.

- 51.5 Construction Manager shall submit a "Construction Manager's Daily Report" for each day work is accomplished. Reports shall be submitted daily to Owner.

GC 52 EQUAL EMPLOYMENT OPPORTUNITY

- 52.1 During the performance of this Contract, the Construction Manager agrees as follows:

- A. The Construction Manager will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, or national origin. The Construction Manager will take affirmative action to ensure that applicants and employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Construction Manager agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Owner setting forth provisions of this nondiscrimination clause.
- B. The Construction Manager will, in all solicitations or advertisements for employees placed for, by, or on behalf of the Construction Manager, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, or national origin.
- C. The Construction Manager will send to each labor union or representatives of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Owner, advising the labor union or workers' representative of the Construction Manager's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The Construction Manager will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- E. The Construction Manager will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Owner and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- F. In the event of the Construction Manager's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be cancelled, terminated or suspended in whole or in part and the Construction Manager may be declared ineligible for further contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G. The Construction Manager will include the provisions of paragraphs A through F in every subcontract or purchase unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Construction Manager will take such action with respect to any subcontractor or purchase order as may be directed to the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Construction Manager becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Construction Manager may request the United States to enter into such litigation to protect the interest of the United States.
- H. All regulations, guidelines, and standards lawfully adopted under the governing statutes.

GC 53 SAFETY & PROTECTION OF PERSONS & PROPERTY

53.1 RESPONSIBILITY FOR SAFETY AND HEALTH

- 53.1.1 The Construction Manager shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work to be performed under the terms of the Contract ("Work"). The Construction Manager shall take all precautions and follow all procedures for the safety of, and shall provide all protection to prevent injury to, all persons involved in any way in the Work and all other persons, including, without limitation, the employees, agents, guests, visitors, invitees and licensees of the Owner and Users who may be affected thereby. The Construction Manager shall set forth in writing its safety precautions and programs in connection with the Work and submit the same to the Owner. The Owner may, but shall not be obligated to, make suggestions and recommendations to the Construction Manager with respect thereto.
- 53.1.2 All Work, whether performed by the Construction Manager, its Sub-Construction Managers or Sub-subcontractors, or anyone directly or indirectly employed by any of them, and all equipment, appliance, machinery, materials, tools and like items incorporated or used in the Work, shall be in compliance with, and conform to:

- a. all applicable laws, ordinances, rules, regulations and orders of any public, quasi-public or other authority relating to the safety of persons and their protection against injury, specifically including, but in no event limited to, the Federal Occupational Safety and Health Act of 1970, as amended and all State, Local, City and County rules and regulations now or hereafter in effect; and
- b. all codes, rules, regulations and requirements of the Owner and its insurance carriers relating thereto. In the event of conflicting requirements, the more stringent shall govern.

53.1.3 Should the Construction Manager fail to provide a safe area for the performance of the Work or any portion thereof, the Owner shall have the right, but not the obligation, to suspend Work in the unsafe area. All costs of any nature resulting from the suspension, by whomsoever incurred, shall be borne by the Construction Manager.

53.1.4 The Construction Manager shall provide, or cause to be provided, to each worker on the Job Site the proper safety equipment for the duties being performed by that worker and will not permit any worker on the Job Site who fails or refuses to use the same. The Owner shall have the right, but not the obligation, to order the Construction Manager to send a worker home for the day or to discharge a worker for his or her failure to comply with safe practices, with which order the Construction Manager shall promptly comply.

53.1.5 The Construction Manager shall defend, indemnify and hold the Owner, the Owner's Representative and their respective officers, directors, agents, employees and assigns, harmless from and against any and all liability, public or private, penalties, contractual or otherwise, losses, damages, costs, reasonable attorneys' fees, expenses, causes of action, claims or judgments to the extent resulting from any failure of the Construction Manager, its subcontractors or sub-subcontractors or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, to comply with the provisions of this General Condition.

53.1.5.1 As and to the extent that the Work involves trench excavations exceeding five (5) feet in depth, pursuant to Chapter 553.60, et.seq., F.S.(Trench Safety Act), Construction Manager certifies that such law(s) will be fully complied with during construction of the Project. Any and all costs arising out of or in connection with being compliant with for the Trench Safety Act are included in the GMP.

53.1.6 In any and all claims against those indemnified hereunder by any employee of the Construction Manager, any subcontractor or sub-subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph shall not be limited in any way to any limit(s) on the amount or type of damage, compensation or benefits payable by or for the Construction Manager or any subcontractor or sub-subcontractor under any workers' compensation acts, disability benefit acts or other employee benefit acts.

53.2 PROTECTION OF WORK AND PROPERTY; RESPONSIBILITY FOR LOSS

- 53.2.1 The Construction Manager shall, throughout the performance of the Contract, maintain adequate and continuous protection of all completed Work and temporary facilities against loss or damage from whatever cause, shall protect the property of the Owner and third parties from loss or damage from whatever cause arising out of the performance of the Contract and shall comply with the requirements of the Owner and its insurance carriers and with all applicable laws, codes, rules and regulations with respect to the prevention of loss or damage to the property. The Owner, their representatives or insurance carriers may, but shall not be required to, make periodic patrols of the Job Site as a part of its normal safety, loss control and security programs. In such event, however, the Construction Manager shall not be relieved of its aforesaid responsibilities and the Owner shall not assume, nor shall it be deemed to have assumed, any responsibility otherwise imposed upon the Construction Manager by this Contract.
- 53.2.2 Until final acceptance of the Work by the Owner pursuant to GC 72 of this Contract, the Construction Manager shall have full and complete charge and care of and, except as otherwise provided in this subparagraph or elsewhere in this Contract, shall bear all risk of loss of, and injury or damage to, the Work or any portion thereof (specifically including Owner furnished supplies, equipment or other items to be utilized in connection with, or incorporated in, the Work) from any cause whatsoever, except to the extent caused by Owner, its representatives, or contractors.
- 53.2.3 The Construction Manager shall rebuild, repair, restore and make good all losses of, and injuries or damages to, the Work or any portion thereof (specifically including Owner furnished supplies, equipment or other items to be utilized in connection with, or incorporated in, the Work) before final acceptance of the Work. Such rebuilding, repair or restoration shall be at the Construction Manager's sole cost and expense unless the loss, injury or damage requiring such rebuilding, repair or restoration:
- A. Is directly due to errors in the Contract Documents which were not discovered by the Construction Manager and which the Construction Manager could not have discovered through the exercise of due diligence;
- B. Is caused by the agents or employees or contractors of the Owner (unless (1) the Construction Manager has waived its rights of subrogation against the Owner on account thereof as provided in the Contract Documents, or (2) such loss or damage would be covered by any policy or policies of insurance which the Construction Manager is required to maintain hereunder, whether the Construction Manager actually maintains such insurance or not, or (3) is otherwise covered by a policy or policies of insurance maintained by the Construction Manager, whether or not required hereunder).

53.3 SURFACE AND SUBSURFACE WATER

- 53.3.1 Surface or subsurface water or other fluid shall not be permitted to accumulate in excavations or under or in the structures. Should such conditions develop or be

encountered, the water or other fluid shall be controlled and suitably disposed of by means of temporary pumps, piping, drainage lines and ditches, dams or other methods approved by the Owner in writing. The proposed location and coordination of temporary channels and conduits conducting accumulated water from the Job Site shall be permitted by the proper regulatory agency and submitted to the Owner for its prior written approval. All such Work shall entitle Construction Manager to make a claim for change to Contract Time and Price.

53.4 EMERGENCIES

- 53.4.1 In any emergency affecting the safety of persons or property, or in the event of a claimed violation of any federal or state safety or health law or regulation, arising out of or in any way connected with the Work or its performance, the Construction Manager shall act immediately to prevent threatened damage, injury or loss to remedy said violation, whichever is applicable. Failure by Construction Manager to take necessary emergency action shall entitle the Owner to take whatever action it deems reasonably necessary, including, but not limited to, suspending the Work as provided in GC 23.
- 53.4.2 The Owner may offset any and all costs or expenses of whatever nature, including reasonable attorneys' fees, paid or incurred by the Owner in taking such emergency action against any sums then or thereafter due to the Construction Manager. The Construction Manager shall defend, indemnify and hold the Owner harmless against any and all costs or expenses pursuant to this Paragraph, by whomsoever incurred. If the Construction Manager shall be entitled to any additional compensation or extension of time claimed on account of emergency work which is not due to the fault or neglect of the Construction Manager or its subcontractors or sub-subcontractors, it shall be handled as provided in GC 65.

53.5 OWNER'S STANDARDS

- 53.5.1 The Owner reserves the right, but assumes no duty, to establish and enforce standards, and to change the same from time to time, for the protection of persons and property, with which the Construction Manager shall comply, and to review the efficacy of all protective measures taken by the Construction Manager. The exercise of or failure to exercise any or all of these rights by the Owner shall not relieve the Construction Manager of its duties and responsibilities under this Contract, and the Owner shall not thereby assume, nor be deemed to have assumed, any such duties or responsibilities of the Construction Manager.

GC 54 PROJECT SITE PROTECTION

- 54.1 Construction Manager, at its expense, shall maintain such protection as provided in General Conditions Section (GC 53) titled SAFETY & PROTECTION OF PERSONS & PROPERTY in a satisfactory condition until removal is authorized by Owner. Construction Manager, at its expense, shall make all necessary repairs to property

damaged by construction operations. Repairs shall be made in a manner satisfactory to Owner. The Construction Manager will provide parking for its employees within the designated work areas. Construction Manager employees will not be allowed to park in areas which are used by any facilities which remain in operation.

GC 55 FIRE PREVENTION

- 55.1 Construction Manager shall, at its expense, conform to all Federal, State, and local laws and regulations pertaining to burning, fire prevention and control within or adjacent to the Project. Necessary precautions to avoid and eliminate fire hazards shall be the responsibility of the Construction Manager. This includes keeping the Contract Work area clear of all trash at all times.
- 55.2 All tarpaulins used for any purpose during construction of any Work shall be made of material resistant to fire, water and weather and shall bear UL labels. Lighting of any fires on premises is strictly forbidden. Controlled burning shall be with the consent of the Owner. Construction Manager shall provide portable fire extinguishers properly labeled, located and compatible with the hazard of each work area and shall instruct its personnel in their use. Wherever welding and burning are conducted, inflammable materials shall be protected and a fire watch shall be provided by Construction Manager to be present during the burning and welding operation to ensure that protective measures are taken and that no fires result from such operation. The fire watch shall have fire extinguisher equipment readily available and know-how for proper use.

GC 56 ILLUMINATION

- 56.1 When any work is performed at night or where daylight is shut off or obscured, Construction Manager shall, at its expense, provide artificial light sufficient to permit work to be carried on efficiently, satisfactorily and safely, and to permit thorough inspection. During such time periods the access to the place of work shall also be clearly illuminated. All wiring for electric light and power shall be installed and maintained in a first-class manner, securely fastened in place at all points, and shall be kept as far as possible from telephone wires, signal wires, and wires used for firing blasts.
- 56.2 Any nighttime and pre-dawn construction must be approved beforehand by the Owner, in writing. Construction Manager shall at all times be fully compliant with Sea Turtle and related wildlife rules and regulations promulgated by all Federal, State, and local authorities applicable within and adjacent to the work areas, at no additional cost to Owner.

GC 57 BEST MANAGEMENT PRACTICES

- 57.1 Construction Manager shall be responsible for evaluating the site before construction is initiated to determine if any site conditions may pose particular problems for the handling

of any Regulated Substances. For example, handling Regulated Substances in the proximity of water bodies or wetlands may be improper.

- 57.2 Regulated Substances are substances that are known to cause significant harm to human health and the environment (including surface and groundwater). The Unified Land Development Code (ULDA) Section 9.3, Wellfield Protection, regulates the storage, handling, use and production of Regulated Substances within wellfield zones which may impair present and future drinking water suppliers. In addition, the ULDC, Section 9.6, Excavation, requires that Best Management Practices for the Construction industries be followed for Agricultural Area, TYPE II, TYPE IIIA and TYPE IIIB excavation activities.
- 57.3 If any Regulated Substances are stored on the construction site, they shall be stored in a location and manner which will minimize any possible risk of release to the environment. Any storage container of 55 gallons, or 440 pounds, or more containing Regulated Substances shall have constructed below it an impervious containment system constructed of materials of sufficient thickness, density and composition that will prevent the discharge to the land, ground waters, or surface waters, of any pollutant which may emanate from said storage container or containers. Each containment system shall be able to contain 150% of the contents of all storage containers above the containment system.
- 57.4 Construction Manager shall familiarize itself with the manufacturer's safety data sheet supplied with each material containing a Regulated Substance and shall be familiar with procedures required to contain and clean up any releases of the Regulated Substance. Any tools or equipment necessary to accomplish same shall be available in case of a release.
- 57.5 Upon completion of construction, all unused and waste Regulated Substances and containment systems shall be removed from the construction site and shall be disposed of in a proper manner as prescribed by law.

GC 58 DUST CONTROL

- 58.1 The Construction Manager, for the duration of the Contract, shall, at its expense, maintain all excavations embankments, haul roads, access roads, plant sites, waste disposal areas, borrow areas, and all other work areas free from dust. Industry-accepted methods of dust control suitable for the area involved and approved by Owner will be permitted.

GC 59 WATER POLLUTION

- 59.1 Construction Manager shall, at its expense, provide suitable facilities to prevent the introduction of any substance or materials into any stream, river, lake or other body of

water which may pollute the water or constitute substances or materials deleterious to fish and wildlife.

GC 60 AIR POLLUTION

- 60.1 The Construction Manager shall, at its expense, so perform its work as not to discharge into the atmosphere from any source whatever smoke, dust, or other air contaminants in violation of the laws, rules and regulations of all Federal, State and local air and water pollution requirements including, but not limited to: Registering with the Palm Beach County Health Department, Air Pollution Board, any equipment requiring operating permits by said Board; Adhering to all Palm Beach County Air Pollution Board Regulations.

GC 61 EXPLOSIVES & HAZARDOUS MATERIALS

- 61.1 Construction Manager shall obtain all required Federal, State and local permits and licenses and shall be responsible for the safe and proper handling, labeling, transporting, storage and use of any explosive or hazardous materials brought onto or encountered within the site, and at its expense, make good any damage caused by its handling, transporting, storage and use. The Construction Manager will notify the Owner immediately if explosive or hazardous materials are encountered on the site. Transporting explosive or hazardous materials onto the site will require prior written approval from the Owner. The Construction Manager shall maintain and Post as necessary Material Hazard Data Sheets for all applicable Hazardous Materials used in the course of his work.
- 61.2 In the event that hazardous material is improperly handled or stored by the Construction Manager, its subcontractors, any sub-subcontractors, or any employee or agent of any of the aforementioned which results in contamination of the site, Construction Manager shall immediately notify the Owner and the appropriate governmental authority and shall take whatever action is necessary or desirable to remediate the contamination at the Construction Manager's sole cost and expense. Further, Construction Manager shall indemnify and hold harmless from any and all cost, expense, action, or liability whatsoever resulting from such contamination and/or remedial activities caused by such materials being brought on site by Construction Manager or anyone employed by it. However, the parties acknowledge that the Project consists of existing structures. Accordingly, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Construction Manager and, in the event such material or substance is found to be present, to verify that it has been rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Construction Manager and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Construction Manager and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable

objection to the persons or entities proposed by the Owner. If either the Construction Manager or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Construction Manager and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Construction Manager. The Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Construction Manager's reasonable additional costs of shut-down, delay and start-up, which adjustments shall be accomplished as provided in the Contract. To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Construction Manager, Subcontractors, Architect, Architect's consultants and agents, and employees of any of them from and against Claims, damages, losses and expenses, including, but not limited to, attorneys' fees arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described above and has not been rendered harmless; provided that such Claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), and provided that such damage, loss or expense is not due to the sole negligence of a party seeking indemnity. If, without negligence on the part of the Construction Manager or anyone for whom it is responsible, the Construction Manager is held liable for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Construction Manager for all cost and expense thereby incurred.

GC 62 INSPECTION: REJECTION OF MATERIALS AND WORKMANSHIP

- 62.1 All materials and equipment furnished and work performed shall be properly inspected by Construction Manager, at its expense, and shall at all times be subject to quality surveillance, observations or quality audit by Owner. Construction Manager shall provide safe and adequate facilities and all samples, drawings, lists and documents necessary for such quality surveillance, observation or quality audit. For this purpose Owner shall be afforded full and free access to the shops, factories or places of business of Construction Manager and its subcontractors and suppliers for such quality surveillance, observation or quality audit and to determine the status of the Work. If Construction Manager covers all or any portion of the Work prior to any quality surveillance or test by Owner, the cost of any necessary uncovering and replacing shall be borne by Construction Manager. Neither the failure to make such quality surveillance, observance or quality audit, nor to discover defective workmanship, materials, or equipment, nor acceptance of or payment to Construction Manager for such work, materials or equipment shall prejudice the rights of Owner thereafter to correct or reject the same as hereinafter provided.
- 62.2 If any material, equipment or workmanship is determined by Owner, either during performance of the Work or on final quality surveillance, or during any applicable warranty period (expressed or implied), to be defective or not complying with the

requirements of this Contract, Owner shall notify Construction Manager in writing that such material, equipment or work is rejected and the Owner reserves the right to withhold payment on any such item. Thereupon, Construction Manager shall, at its own expense, immediately remove and replace or correct such defective material, equipment or work by making the same comply strictly with all requirements of the Contract.

GC 63 TESTING

- 63.1 Unless otherwise provided in the Contract, Drawings and Specifications shop testing of materials or work shall be performed by the Construction Manager and in accordance with the Technical Specifications. Field testing of materials or work shall be performed by Construction Manager. Should tests in addition to those required by the contract documents be desired by Owner, Construction Manager will be advised in reasonable time to permit such testing. Such additional tests may be at Owner's expense unless such additional tests are required due to Construction Manager's work or materials having failed any initial test. In this event, such additional (re-test) tests shall be at Construction Manager's expense. Construction Manager shall furnish samples as requested and shall provide reasonable assistance and cooperation as necessary to permit tests to be performed on materials or work in place including reasonable stoppage of work during testing. Construction Manager shall provide reasonable and accurate notice of when construction activities which require Owner's testing services are required. Construction Manager shall be responsible for stand-by and other costs associated with the testing agency if that construction activity is delayed or canceled.

GC 64 PROGRESS

- 64.1 Construction Manager shall give Owner full information in advance as to its plans for performing each part of the Work. If at any time during the progress of work, Construction Manager's actual progress is inadequate to meet the requirements of the Contract, Owner may so notify Construction Manager who shall thereupon take such steps as may be necessary to improve its progress. If within a reasonable period as determined by Owner, Construction Manager does not improve performance to meet the currently approved Contract construction schedule, Owner may require an increase in Construction Manager's labor force, the number of shifts, overtime operations, additional days of work per week and an increase in the amount of construction plant; all without additional cost to Owner. Neither such notice by Owner nor Owner's failure to issue such notice shall relieve Construction Manager of its obligation to achieve the quality of work and rate of progress required by the Contract.
- 64.2 Failure of Construction Manager to comply with the reasonable instructions of Owner may be grounds for determination by Owner that Construction Manager is not prosecuting its work with such diligence as will assure completion within times specified. Upon such determination, Owner may terminate Construction Manager's right to proceed with the performance of the Contract, or any separable part thereof, in accordance with the applicable provisions of this Contract.

GC 65 CHANGES

- 65.1 Owner may, at any time, without invalidating the Contract and without notice to the Surety(ies), make changes in the Work by issuing a Change Order.
- 65.2 Owner will issue written orders to Construction Manager for any changes except that in the event of an emergency which Owner determines immediately endangers life or property, Owner may issue oral orders to Construction Manager for any work required by reason of such emergency. Such orders will be confirmed in writing as soon as practicable. Such orders, whether written or oral, may be accompanied by drawings and data as are necessary to show the extent of such ordered work.
- 65.3 Construction Manager shall commence such changed work so that all dates set forth in Construction Manager's current construction schedule as accepted by Owner will be met, subject to Construction Manager's right to make a claim for extension in time or Contract price. In the event of an emergency which Owner determines immediately endangers life or property, Construction Manager shall immediately commence such changes as required by Owner in order to mitigate or remove the emergency condition. Failure to commence any such change in timely fashion shall entitle Owner to invoke the provisions of section GC 25 entitled TERMINATION FOR DEFAULT.
- 65.4 Unless otherwise required, Construction Manager shall, within twenty-one (21) calendar days following receipt of a written Field Directive, submit in writing to Owner a Contract Change Proposal for accomplishing such change, which proposal shall reflect the increase or decrease, if any, in cost to Owner of performing the change under the Contract in comparison to what the cost would have been, had such change not been offered.
- 65.5. The proposal shall state the Construction Manager's added and/or deleted compensation in detail, including, but not limited to:
 - a. Material quantities and unit prices;
 - b. Labor man-hours and wages by craft;
 - c. Equipment type and size and rental rate;
 - d. Overhead, profit, and bond allowance of 10%;
 - e. Subcontract costs with back-up detail as specified (in items a), b), c), with subcontract overhead and profit not to exceed 10% in the aggregate;
 - f. Time extension, if any;
 - g. A detailed description of any impacts this change will have on any activities on the existing schedule which would affect any of the Milestone Dates;
 - h. Proof of payment of any tax liability resulting from a specific change (if requested by Owner); and,
 - i. General Condition costs.

- 65.5.1 The parties understand and agree that for any changes in the work, whether by Change Directive as addressed elsewhere herein, or Change Order, Construction Manager shall have no entitlement to overhead, profit, bond allowance, general conditions, or additional fees to the extent such Change Directives or Change Orders are funded by and within the Construction Contingency as provided for in Article 6.4 of the Contract. To the extent that a compensable change order is issued that adjusts the GMP, entitlements set forth in 65.5 above govern, as applicable.
- 65.6 Under no circumstances shall Construction Manager apply for or be entitled to recover extended home office overhead costs associated with a change in the Work, whether or not calculated in accordance with the Eichleay Formula. The Parties may agree if justified in accordance with GC 27, to an extension of time in connection with any changes to the Work. Any time extension request submitted after the twenty-one (21) calendar day time period noted above, will not be considered.
- 65.7 If Construction Manager does not propose the method of compensation for such change or any part thereof within the time required, or if any proposed method is not acceptable, or if a method of compensation for such change, or any part thereof cannot be agreed upon, Construction Manager shall proceed upon direction (Construction Change Directive) with such change.
- 65.8 A Construction Change Directive (CCD) is a written order prepared by the Architect/Engineer of Record and signed by the Owner, directing a change in the Work and stating a proposed basis for adjustment, if any, in the Contract Sum or Contract Time, or both. A CCD may be used in the absence of total agreement on the terms of Change Order or to complete work which, if not accomplished, could adversely affect the existing schedule. Upon receipt of the CCD, the Construction Manager shall promptly proceed with the change in the Work involved. When the Owner and Construction Manager agree with the determination made by the Architect/Engineer or Record concerning the adjustments in the Contract Sum and/or Time, or otherwise reach agreement upon the adjustments, such agreement shall be recorded by the preparation of a Change Order.
- 65.9 If, at any time after Construction Manager commences such change, and a method of compensation other than time and material is agreed upon, such compensation will be made in accordance with such agreement. In any event, Construction Manager shall keep accurate records of the actual cost to Construction Manager for such change. Costs for which Construction Manager shall be entitled to compensation on a direct cost basis as described above, are as follows:
- a. Direct Labor Cost - Payment will be made for all manual classifications up to and including foremen, but shall not include superintendents, assistant superintendents, general foremen, office personnel, time-keepers and maintenance mechanics. The time charged to changes will be subject to the daily approval of Owner and no charges shall be accepted unless evidence of such approval is submitted by Construction Manager with its billing.

Labor rates used to calculate the direct labor costs shall be those rates in effect during the accomplishment of the change. In addition to the direct payroll costs, the direct labor costs shall include payroll taxes and insurance, vacation allowance, subsistence, travel time and overtime premium and any other payroll additives required to be paid by Construction Manager by law or collective bargaining agreements. Copies of certified pertinent payrolls shall be submitted to Owner.

- b. Equipment Costs - Payment for the rental and operation of the equipment furnished and used by Construction Manager shall be made for all construction and automotive equipment or tools with a new cost at point of origin of one thousand dollars or less each. Equipment time charged to changes will be subject to daily written approval of Owner and no charges will be accepted unless evidence of such approval is submitted with Construction Manager's billing.

The equipment rental and operation rates include costs for rental, fuel, oil, grease, repair parts, service and maintenance of any kind, and necessary attachments. Such charges do not include costs for operating labor and transportation to and from the location of the change. Equipment rental rates for Construction Manager-owned equipment used in this Contract shall be those contained in the RENTAL RATE BLUE BOOK as published by K-III Directory Corporation, 1735 Technology Drive, Suite 410, San Jose, California 95110-1313, (800-669-3282) and current at the time that work for any specific Change is performed. When equipment is used for time and material changes which does not reasonably resemble Blue Book rental rates, the rental rate shall be negotiated and agreed upon in writing.

If Construction Manager-owned equipment is not available and equipment is rented from outside sources, payment will be computed on the basis of actual invoice cost. Rental rates for non-owned equipment must be approved in advance by Owner.

When the operated use of equipment is infrequent and, as determined by Owner, such equipment need not remain at the site of the Work continuously, payment shall be limited to actual hours of use. Equipment not operating but retained at the location of changes at Owner's direction shall be paid for at a standby rate.

Unless otherwise provided in the Contract, all equipment rental rates shall be agreed upon in writing before commencing any change. When a specific piece of rental equipment, normally used to perform unchanged Contract Work is used for time and material changed work, the applicable rental rate shall be the actual rate paid by the Construction Manager at the time the Work is performed.

Transportation costs for bringing equipment to the jobsite and for returning equipment to the point of origin, exclusively for use on time and material work,

will be reimbursed to Construction Manager based on invoices, provided that prior written approval has been given to Construction Manager.

Overtime shall be paid as per Method 2 described in said RENTAL RATE BLUE BOOK.

No compensation will be made to the Construction Manager for equipment repair, equipment maintenance or idle equipment time.

- c. Material Costs - Payment for the cost of materials furnished by Construction Manager for use in performing the change will be made, provided such furnishing and use of materials was as specifically authorized and the actual use was verified by Owner. Payment will be the net cost to Construction Manager delivered at the job and vendor's invoice shall accompany the billing along with the verification by Owner of such use of such materials.
- d. Contract and Outside Service Costs - Payment for work and services subcontracted by Construction Manager in the performance or completion of the change will be made only when both the subcontractor and the terms of payment to such subcontractor have been approved in writing by Owner before the subcontractor starts to work on the change.
- e. Tools and Equipment - Payment will be made for tools and equipment with a new cost of One Thousand Dollars, or less, each, only upon approval by the Owner.

65.10 For any changes involving deductive items, the following shall apply to the amount of allowable overhead, profit and bond allowance:

- a. For deductive changes only (those which contain no additive items), there will be no reduction in overhead and profit and, likewise, no addition by the Construction Manager for processing.
- b. For changes containing both additions and deductions covering related work or substitutions, the overhead and profit shall be figured on the net increase if any, with respect to that change, plus 15% thereof covering overhead, profit, and bond allowance.

65.11 No change order or CCD shall be valid until approved and signed by the Owner. The Architect/Engineer of Record is not authorized to bind the Owner to changes relative to changes in Contract cost and or time. The Architect/Engineer may only recommend acceptance or rejection. If a proposed change is deemed beneficial to the Project and is within the limits set forth in the contract, the Owner may cause to be issued an appropriate change order to the Contract with or without the Construction Manager's signature.

- 65.12 The Architect/Engineer of Record will have the authority to order minor changes in the Work which do not involve adjustment to the Contract Sum or Time and are not inconsistent with the intent of the Contract documents. Such changes shall be effected by written order and shall be binding on the Owner and Construction Manager. The Construction Manager shall carry out such written orders promptly, and the Construction Manager shall receive no additional compensation therefore, nor there be any change in the Contract Time. The Architect/Engineer shall immediately provide written notices to the Owner beforehand of all minor changes in the Work.
- 65.13 Execution of change order acknowledges final settlement of, and releases, all claims for costs and time associated, directly or indirectly, with the stated modification(s), including all claims for cumulative delays or disruptions resulting from, caused by, or incident to such modification(s), and including any claim that the modification(s) constitutes, in whole or part, a cardinal change to the contract.

GC 66 RECORD DRAWINGS AND SPECIFICATIONS

- A. Drawings:
1. Conformed Documents - Prior to the first application for payment, Construction Manager shall show proof of conformed documents with all Bid addenda identified on the record drawings and on his field set of drawings. Supplemental information following the bid shall be included and updated monthly for review with the application for payment.
 2. Progress Records - During construction, Construction Manager shall keep a marked-up and up-to-date set of drawings showing as-built conditions on the site as an accurate record of all deviations between work as shown and work as installed. These drawings shall be available to Owner for inspection at any time.
 3. Final Records - The Construction Manager shall furnish to Owner in electronic form via thumb drive and/or SD card and hard copy of a complete set of field marked-up as-builts with RECORD clearly printed on each sheet, together with CADD files in electronic format which the Construction Manager shall also furnish to its Surveyor for its final review and issuance of final as-builts. Construction Manager shall also furnish to the Town the As-Builts in AutoCadd.

B. Specifications:

1. Progress Records - During construction, Construction Manager shall keep a marked-up and up-to-date set of Specifications showing as-is conditions on the site annotated to clearly indicate all substitutions that are incorporated into the Work. Where selection of more than one product is specified, annotation shall show which product was installed. These Specifications shall be available to Owner for inspection at any time.
2. Final Records - The Construction Manager shall furnish to Owner a complete set of marked-up as-built Specifications with RECORD clearly printed on cover. Submittal shall also include one electronic copy on thumb drive and/or SD card. Owner, at its expense, will furnish Construction Manager a set of Specifications for mark-up by Construction Manager. Construction Manager shall accurately and neatly transfer all annotations from progress as-builts to final as-builts.

C. Manuals:

1. Manuals - As a condition precedent to Substantial Completion, the Construction Manager shall furnish to Owner one complete set of manuals and applicable operating instructions as referenced in Technical Specifications and one electronic copy on thumb drive and/or SD card.
2. Unless otherwise specified, manuals to be bound in 3-ring binder with contents clearly indicated on outside cover.

D. Endorsement:

1. Construction Manager shall sign each final record drawing and the cover of the record Specifications and shall note thereon that deviations and annotations are complete and accurate.
2. The Construction Manager shall provide a signed and notarized affidavit indicating that no asbestos containing materials were used or installed during the course of construction as a condition precedent to Final Acceptance.

GC 67 MEASUREMENT OF AND PAYMENT FOR WORK

- 67.1 Estimates and all support data shall be prepared by Construction Manager and submitted in writing for Owner's approval on or about the end of each month covering the amount and value of work satisfactorily performed by Construction Manager up to the date of such estimate. Such estimates shall be based on the construction schedule completed activity cost, as approved, and may be confirmed by actual measurement of the Work in place. Estimates shall be based on cumulative total quantities of work performed.

Estimates may include materials or equipment not incorporated into the Work provided the requirements set forth below are met. An AIA G-702 type format for such estimates shall be predicated upon Exhibits comprising the GMP, and said format shall be agreed upon prior to, or no later than, application for the first progress payment.

The quantity of work to be paid for under any item for which a unit price is fixed in the Contract shall be the amount or number, approved by Owner, of units of work satisfactorily completed with the Contract and computed in accordance with applicable measurement for payment provisions of the Contract.

- 67.2 Partial payments may be made to the extent of the delivered cost of materials to be incorporated in the Work, provided such materials meet the requirements of this Contract, plans, and Specifications and are delivered to acceptable locations at the Project Site or to other sites in Palm Beach County that are acceptable to the Owner (bonded warehouse). Such material must be stored in a secure manner, acceptable to the Owner, and in accordance with any manufacturer's recommendations.
- 67.3 Delivered cost of such stored or stockpiled materials may be included in any subsequent payment request once the Construction Manager meets the following conditions:
 - a. An applicable purchase order or supplier's invoice is provided listing the materials in detail, cost of materials and identifying this specific contract, by name.
 - b. The material is insured against loss or damage (from whatever source) or disappearance prior to incorporation into the Work.
 - c. Once any stored material is paid for by Owner, it shall not be removed from the designated storage area except for incorporation into the Work.
 - d. Evidence that Construction Manager has verified quantity and quality of materials delivered (verified packing list).
- 67.4 It is further agreed between the parties that the transfer of title and the Owner's payment for any stored or stockpiled materials pursuant to this General Condition shall in no way relieve the Construction Manager of the responsibility of ensuring the correctness of those materials and for furnishing and placing such materials in accordance with the requirements of this contract, plans and Specifications. Construction Manager shall make all surveys necessary for determining all quantities of work to be paid for under the Contract. Copies of field notes, computations, and other records made by Construction Manager for the purpose of determining quantities shall be furnished to Owner upon request. Construction Manager shall notify Owner prior to the time such surveys are made. Owner, at its discretion, may arrange to have its representative witness and verify all surveys made by Construction Manager for determining quantities of work to be paid for under the Contract. Measurements and computations shall be made by such methods as Owner may consider appropriate for the class of work measured.

- 67.5 The dividing limits, lines or planes between adjacent items or classes of excavation, concrete, or other types of work where not definitely indicated on the drawings or in the Specifications, shall be determined by Owner.
- 67.6 No payments of invoices (or portions thereof) shall at anytime constitute approval or acceptance of the Work under this Contract, nor be a waiver by Owner of any of the terms contained herein.

GC 68 PROGRESS PAYMENT PROCEDURES

- 68.1 The Construction Manager shall prepare a schedule of values by phases of work to show a breakdown of the Contract Sum corresponding to the payment request breakdown and progress schedule line items. The schedule of values must also show dollar value for each unit of work scheduled. Change Orders shall be added as separate line items. The schedule of values shall be submitted to the Owner and Architect/Engineer of Record for review and approval prior to "Commencement of Work."
- 68.2 The Construction Manager will prepare and submit three (3) original copies of monthly invoices for work completed during the one month period. Pay Applications shall be submitted in the format of the sample form given to the Construction Manager at the Pre-Construction meeting. All information must be completed for the pay application to be accepted. Owner's account number(s) for the Project will be given at the Pre-Construction meeting and will be placed at the top right hand corner of each application. These payment applications will be reviewed by all parties in attendance at the monthly pay application meetings. Prior to formal submission of the Application the Construction Manager shall submit a rough draft plus two extra copies for the Owner and Architect/Engineer of Record to review. Submit final approved copies three (3) to: the Architect/Engineer of Record, whose approval is required prior to submission to the Owner.
- 68.3 If the pay estimate and support data are not approved, the Construction Manager is required to submit new, revised or missing information according to the Owner's instructions. Otherwise, the Construction Manager shall prepare and submit to Owner an invoice in accordance with the estimate as approved. Owner will pay Construction Manager, in accordance with Florida Prompt Payment Act (FS 218.70). Retainage, in the amount of 10%, will be withheld on the calculated value of any work, with the exception of stored materials which may be paid at the supplier's invoiced cost. After 50% completion of the Work has been achieved, the Owner may, at its sole discretion and with consent of Surety, implement a reduction in retainage. However, in no instance can the amount retained be less than the value of the Work the Owner determines remains to be put in place or required to be performed as remedial activities.
- 68.4 Each application for payment shall be accompanied by the following:

- a. A notarized "Affidavit of Disbursement of Previous Periodic Payments to subcontractors" from the Construction Manager for the portion of work up to the date of that particular pay application.
- b. An Owner approved construction schedule update.

68.5 NOT USED

- 68.6 If one or more "Notice of Non-Payment" is received by the Owner, no further payments will be approved until non-payment(s) have been satisfied and a "Release of Claim" for each "Notice" has been submitted to the Owner. Upon request, Construction Manager shall furnish acceptable evidence that all such claims or liens have been satisfied. On bonded projects only, the Owner may allow, with consent of Surety and indemnification of the Town against any claims, payment for work which there is an outstanding Notice of Non-Payment.
- 68.7 Any amount otherwise payable under the Contract may be withheld, in whole or in part, if:
- a. Any claims are filed against Construction Manager by Owner or third parties; or
 - b. Construction Manager is in default of any Contract condition; or
 - c. Defective work or material is not remedied; or
 - d. Construction Manager persistently fails to carry out the Work in accordance with the Contract Documents; or
 - e. Construction Manager fails to submit an owner-approved updated Schedule with each Application for Payment.
- 68.8 To the extent Owner has made proper payments hereunder, if claims or liens filed against Construction Manager or property of Owner connected with performance under this Contract are not promptly removed by Construction Manager after receipt of written notice from Owner to do so, Owner may remove such claims or liens and all costs in connection with such removal shall be deducted from withheld payments or other monies due, or which may become due, to Construction Manager. Construction Manager shall have no less than thirty (30) days to remove or bond off such lien after notice. If the amount of such withheld payments or other monies due Construction Manager under the Contract is insufficient to meet such cost, or if any claim or lien against Construction Manager is discharged by Owner after final payment is made, Construction Manager and its surety or sureties shall promptly pay Owner all costs (including attorneys' fees) incurred thereby regardless of when such claim or lien arose.
- 68.9 Following issuance, by the Architect/Engineer of Record, of a Certificate of Substantial Completion, Construction Manager may submit special payment request, provided the following have been completed:
- a. Obtain permits, certificates of inspection and other approvals and releases by governing authorities, required for the Owner's occupancy and use of the Project.
 - b. Complete final site cleaning of the Work.

- c. Submit record documents (record drawings).
 - d. Submit listing of work to be completed before final acceptance.
 - e. Settle liens and other claims.
 - f. Obtain Consent of Surety for partial release of retainage.
 - g. Settle Liquidated Damages due to Owner, if any.
- 68.10 Upon receipt by Owner of Construction Manager's written Notice of Final Completion of its work under this Contract, in accordance with GC 72, Owner shall verify all work has been completed on the Project. When all work has been verified as complete, and the Construction Manager completes and submits the items listed below, the Construction Manager may submit a final invoice.
- a. Complete work listed as incomplete at the time of Substantial Completion and obtain Architect/Engineer certification of completed Work.
 - b. Submit proof of payment on fees, taxes or similar obligations.
 - c. Transfer operational, access, security and similar provisions to Owner; remove temporary facilities, tools and similar items.
 - d. Obtain Consent of Surety for final payment and/or partial release of retainage.
 - e. All information required by GC 66.
 - f. Obtain certification of as-built (record) drawings from Architect/Engineer of Record.

GC 69 USE OF COMPLETED PORTIONS OF WORK

- 69.1 Whenever, as determined by Owner, any portion of work performed by Construction Manager is in a condition suitable for use, Owner may initiate certificate of Substantial Completion (Partial Utilization) for that portion and take possession of or use such portion. Such use by Owner shall in no case be construed as constituting final acceptance, and shall neither relieve Construction Manager of any of its responsibilities under the Contract, nor act as a Waiver by Owner of any of the conditions thereof, provided, that Construction Manager shall not be liable for the cost of repairs, rework, or renewals which may be required due to ordinary wear and tear resulting from such use. However, if such use increases the cost or delays the completion of remaining portions of work, Construction Manager shall be entitled to an equitable adjustment in its compensation and/or schedule under this Contract.
- 69.2 If, as a result of Construction Manager's failure to comply with the provisions of the Contract, such use proves to be unsatisfactory to Owner, Owner shall have the right to continue such use until such portion of work can, without injury to Owner, be taken out of service for correction of defects, errors, omissions, or replacement of unsatisfactory materials or equipment, as necessary for such work to comply with the Contract; provided that the period of such operation or use pending completion of appropriate remedial action shall not exceed twelve months unless otherwise mutually agreed upon in writing between the parties.

- 69.3 Construction Manager shall not use any permanently installed equipment unless such use is approved by Owner in writing. Where Construction Manager's written request is granted for the use of certain equipment, Construction Manager shall properly use and maintain, and upon completion of its use, and at its expense, recondition such equipment to the satisfaction of Owner. If Owner furnishes an operator for such equipment, such operator's services shall be performed under the complete direction and control of Construction Manager and shall be considered Construction Manager's employee for all purposes other than the payment of such operator's wages, workmen's compensation or other benefits paid directly or indirectly by Owner.

GC 70 ALLOWANCES AND UNIT PRICES

- 70.1 Construction Manager has included in the GMP all unit prices and allowances. Items covered by unit prices shall be supplied for such amounts as the Town may direct.
- 70.2 Unit prices shall apply to revisions to the Work as applicable. Unit Prices are "all inclusive," and cover all labor, material, supervision, tools, equipment, insurance taxes, fringe benefits, coordination, engineering, overhead, profit, performance and payment bonds, and all other things necessary. If in the event that a final audit of the quantity of units that are ultimately furnished and installed reflects less units than those estimated on Exhibit "A," a deductive Change Order shall be issued reducing the GMP accordingly at the corresponding unit prices set forth in said Exhibit.

GC 71 SUBSTANTIAL COMPLETION

- 71.1 The date of Substantial Completion is the date established by the Architect or Engineer (A/E) and approved by the Owner when the Project is sufficiently complete to permit the Owner to use it for its intended purpose and the items listed below in 71.4 are complete. Substantial Completion of the Work shall mean the completion of the entire Project.
- 71.2 The Construction Manager shall notify the A/E in writing when the Construction Manager considers the Project Substantially Complete and attach a comprehensive list of incomplete work and items needing correction with dates indicating when the items listed will be completed.
- 71.3 Once the A/E has received notice from the Construction Manager, the A/E will promptly inspect the Work. The A/E may refuse to inspect the Work if the Work is obviously not substantially complete or when the Construction Manager's list is not complete.
- 71.4 The following items shall be completed prior to a request by the Construction Manager for inspection for Substantial Completion of the Project.
- a. All general construction completed.
 - b. All roadway restoration completed.

- c. All site restoration completed.
- d. All painting shall be completed; all signs installed.
- e. All electrical work complete, equipment and fixtures in place, connected, cleaned and ready for use.
- f. All electrical circuits shall be scheduled in panels, and all panels and disconnect switches properly labeled.
- g. All Project components shall be cleaned.
- h. Project site shall be cleared of the Construction Manager's excess equipment, storage shacks, trailers, and/or building supplies. All temporary construction shall be removed.
- i. All operations and maintenance manuals for all equipment shall have been submitted.
- j. Manufacturers' certifications and warranties shall be delivered to Owner.
- k. All operations and maintenance training related literature, software and back-up disks shall have been provided.
- l. All required spare parts as well as any special tools shall have been provided.
- m. The Project record Drawings and Specifications shall be submitted in accordance with GC 66.

- 71.5 If Substantial Completion is not obtained at the inspection, called by the Construction Manager, for reasons which are the fault of the Construction Manager, the cost of any subsequent inspections requested by the Construction Manager for the purpose of determining Substantial Completion shall be the responsibility of the Construction Manager and shall be assessed against the final payment application.
- 71.6 Punch list items recorded as a result of inspections for Substantial Completion are to be corrected by the Construction Manager within 14 calendar days, and in any event prior to any request for Final Inspection and Acceptance.

GC 72 FINAL INSPECTION AND ACCEPTANCE

- 72.1 When the Construction Manager considers that all work under the Contract is complete as previously referenced in GC 71, Construction Manager shall so inform Owner and A/E in writing. In addition, when items on the punch list as recorded at the Substantial Completion inspection have been corrected and the Owner is satisfied that all work under

the Contract is completed and is in accordance with the requirements of this Contract, Owner shall notify Construction Manager in writing of final acceptance of its work under this Contract.

- 72.2 The Owner will make final payment to the Construction Manager of the amount remaining after deducting all prior payments and all amounts to be kept or retained under the provisions of the Contract Documents, including the following items, for which a Change Order will be issued:
1. Liquidated Damages, as applicable.
 2. At the discretion of the Owner, one-and-a-half (1.5) times the value of outstanding items, corrective Work, or "punch list" items indicated on the Certificate of Substantial Completion, "final punch list", or any other "punch list" as being yet uncompleted or uncorrected, as applicable. All such Work shall be completed or corrected to the satisfaction of the Owner within the time stated on the Certificate of Substantial Completion, or on the "final punch list", or any other "punch list", otherwise the Construction Manager does hereby waive any and all claims to all monies withheld by the Owner to cover the value of all such uncompleted or uncorrected items.
- 72.3 Neither final acceptance of the Work, nor payment therefore, nor any provision of the Contract Documents shall relieve the Construction Manager of responsibility for defective or deficient materials or work. If, within one (1) year or as provided for elsewhere in the General Conditions or Technical Specifications after Substantial Completion, any of the Work is found to be defective, deficient or not in accordance with the Contract Documents, the Construction Manager shall correct, remove and replace it promptly after receipt of a written notice from the Owner and correct and pay for any damage to other Work resulting in therefrom.

GC 73 DISPOSAL OF MATERIAL OUTSIDE PROJECT LIMITS

- 73.1 The Construction Manager shall make his own arrangements for disposal of materials outside the Project limits and shall pay all costs involved. The Owner reserves the right to retain any salvage material or equipment scheduled for removal. Should the Owner elect to retain salvaged materials or equipment, the Construction Manager will provide appropriate on-site storage and protection. The Owner will be responsible for transporting from the site any materials or equipment it has elected to retain. Off-site disposal of any items not retained by the Owner shall be the responsibility of the Construction Manager.
- 73.2 When any material is to be disposed of outside the Project limits, the Construction Manager shall first obtain a written permit from the property owner on whose property the disposal is to be made and he shall file in writing with the Owner said permit or the certified copy thereof together with a written release from the property owner absolving

the agency of any and all responsibility in connection with the disposal of material on said property.

- 73.3 When material is disposed of as above provided and the disposal location is visible from the Project, the Construction Manager shall dispose of the material in a neat and uniform manner to the satisfaction of the Owner.

GC 74 IDENTITY OF INTEREST WITH SUBCONTRACTORS/SUPPLIERS

- 74.1 The Construction Manager represents to the Owner that neither the Construction Manager, nor any officer, director, partner or shareholder who holds ten percent (10%) or more of the outstanding stock of the Construction Manager, has any financial interest in, or as an officer, director, partner or ten percent (10%) plus shareholder of any firm, person or entity which has been or may be contracted with to furnish labor, material, equipment or professional services in connection with the construction or the Project. Construction Manager agrees to give written notification and obtain the approval of the Owner before entering into any Contract on this Project with any subcontractor or materialman where there exists any identity of interest.

GC 75 CLEANING UP

- 75.1 Construction Manager shall, at all times, at its expense, keep its work areas in a neat, clean and safe condition. Upon completion of any portion of the Work, Construction Manager shall, within 48 hours, remove all of its equipment, construction plant, temporary structures and surplus materials not to be used at or near the same location during later stages of work.

GC 76 PROJECT SIGNS

- 76.1 Construction Manager, shall construct a Project job sign as indicated and described on Site Sign Detail. Construction Manager shall coordinate location of sign with Owner's representative and install within 21 days after Owner's issuance of "Notice to Proceed". Any deletion/addition of lettering during the life of the Project will be at the Construction Manager's expense. Construction Manager will remove and properly dispose of sign at final acceptance of project. With the exception of the right reserved by the Owner to erect a sign in connection with the Project and unless otherwise provided in the Contract Documents, Construction Manager shall not display or permit to be displayed on or about the Project, any sign, trademark, poster or other advertising or identifying device, without prior written approval of Owner.

GC 77 PERFORMANCE AND PAYMENT BONDS

- 77.1 Within ten (10) calendar days following the Owner's action to approve this Agreement, Construction Manager shall furnish Performance and Payment Bonds in form as set forth in Attachment "2" written by a surety company acceptable to Owner. It is the

Construction Manager's obligation to record a copy of the statutory Payment Bond among the Public Records of Palm Beach County, Florida.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/04/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERs NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Riggs, Counselman, Michaels & Downes 555 Fairmount Avenue Baltimore, MD 21286 (410) 339-7263	CONTACT NAME: Amanda Rexrode		
	PHONE (A/C, No. Ext): 410 3395880 1879	FAX (A/C, No): 410 3397234	
INSURED The Whiting - Turner Contracting Company 300 East Joppa Road Baltimore, MD 21286	E-MAIL ADDRESS: ARexrode@rcmd.com		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Travelers Indemnity Company		25658
	INSURER B : Starr Indemnity & Liability Company		38318
	INSURER C : Travelers Casualty and Surety Company		19038
	INSURER D : Travelers Property Casualty Company of America		25674
	INSURER E :		
INSURER F :			

COVERAGES

CERTIFICATE NUMBER: 883885

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS			
A	GENERAL LIABILITY		X	VTC2KCO5788B20AIND16	8/1/2016	8/1/2017	EACH OCCURRENCE	\$ 2,000,000		
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000		
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 10,000		
							PERSONAL & ADV INJURY	\$ 2,000,000		
							GENERAL AGGREGATE	\$ 4,000,000		
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG	\$ 4,000,000		
								\$		
D	AUTOMOBILE LIABILITY			VTC2JCAP5788B223TIL16	8/1/2016	8/1/2017	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000		
	X ANY AUTO						BODILY INJURY (Per person)	\$		
	ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$		
	Hired Autos						PROPERTY DAMAGE (Per accident)	\$		
								\$		
B	UMBRELLA LIAB		X OCCUR	1000022836	8/1/2016	8/1/2017	EACH OCCURRENCE	\$ 10,000,000		
	X EXCESS LIAB						AGGREGATE	\$ 10,000,000		
	DED <input checked="" type="checkbox"/> RETENTION \$ None							\$		
A C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		Y / N <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	VTC2KUB6B64125916 VTRJUB3H72695416 (WI)	8/1/2016	8/1/2017	X WC STATUTORY LIMITS	OTHR-	
							E.L. EACH ACCIDENT	\$ 1,000,000		
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000		
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Job #P007311 - Town- Wide Undergrounding of Overhead Utilities Phase 1 South- Starts at the south Town boundary and continues approximately 4 miles north to near "Sloan's Curve". Town of Palm Beach is listed as Add'l Insured under GL as required by written contract.

CERTIFICATE HOLDER

CANCELLATION

Town of Palm Beach
Attn: Town's Risk Manager
360 S. County Rd.
Palm Beach, FL 33480

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE:

TOWN OF PALM BEACH



RFQ No. 2017-15

**TOWN-WIDE OVERHEAD
UTILITY UNDERGROUNDING
PHASE 1- SOUTH**

CONSTRUCTION MANAGER AT RISK

Purchasing Division

Finance Department

*TOWN OF PALM BEACH * 951 OKEECHOBEE ROAD * WEST PALM BEACH *
*FLORIDA * 33401*



TOWN OF PALM BEACH

RFQ No. 2017-15

TOWN-WIDE OVERHEAD UTILITY UNDERGROUNDING PHASE 1- SOUTH

Construction Manager at Risk

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TOWN OF PALM BEACH

Advertisement

RFQ No. 2017-15

TOWN-WIDE OVERHEAD UTILITY UNDERGROUNDING PHASE 1- SOUTH Construction Manager at Risk Services

Proposals will be received for TOWN-WIDE OVERHEAD UTILITY UNDERGROUNDING PHASE 1-SOUTH – Construction Manager at Risk Services by the Town of Palm Beach at the Office of the Purchasing Division, 951 Okeechobee Road, Suite D, West Palm Beach, Florida 334501, until 2:00 P.M. on February 15, 2017.

The Town of Palm Beach is soliciting proposals from a qualified Construction Manager at Risk to furnish all work, necessary permits, and construction supervision to construct conduit, pull boxes, service wire, paving improvements, grading improvements, drainage, utilities, furnishing and installing of street lights, water-mains, restoration, and any other items as depicted on the plans and in the technical specifications to provide a complete and functional system. Contractor shall be responsible for coordinating with all franchise utility owners and/or stake holders to include but not limited to: Town of Palm Beach, Florida Power and Light, ATT, Comcast, Florida Public Utilities, and the City of West Palm Beach (Water).

Time is of the essence and any proposal received after 2:00 p.m., February 15, 2017, whether by mail or otherwise, will be returned unopened. Proposers are responsible for ensuring that their proposal is received in the Purchasing Office by the deadline indicated.

A Pre-Proposal Conference will be held at 10:00 a.m., January 25, 2017, at the Public Works Complex – Meeting Room, 951 Okeechobee Road, West Palm Beach, Florida 33401. Attendance is strongly encouraged as this will be the only forum to seek clarification from Town staff.

An **original and ten (10) copies** of the proposal shall be submitted in sealed envelopes/packages addressed to Adis Pedraza, Purchasing Manager, Town of Palm Beach, Florida, and marked "RFQ No. 2017-15 – Town-Wide Overhead Utility Undergrounding Phase 1- South – Construction Manager at Risk Services." Proposers desiring information for use in preparing proposals may obtain the RFQ requirements by visiting the Town's website at www.townofpalmbeach.com, (*click "Doing Business," click "Bids & Requests for Proposals" and follow the instructions*). For further information, contact the Purchasing Office, 951 Okeechobee Road, Suite D, West Palm Beach, Florida 33401, Telephone (561) 838-5406.

Ilyse Triestman, CPPO, CPPB, FCCN
Asst. Purchasing Manager

Published: January 15, 2017 and January 22, 2017
Palm Beach Post



TOWN OF PALM BEACH
RFQ No. 2017-15
TOWN-WIDE OVERHEAD UTILITY UNDERGROUNDING
PHASE 1- SOUTH
Construction Manager at Risk Services

PART I
PROPOSAL TERMS AND CONDITIONS

1-1 INTRODUCTION: The Town of Palm Beach, Florida is soliciting Requests for Qualifications (RFQ) for a Construction Manager at Risk for TOWN-WIDE OVERHEAD UTILITY UNDERGROUNDING PHASE 1- SOUTH. Project Limits are from Sloan's Curve south to the Town's limits. Conceptual drawings, graphic files of project areas and traffic requirements can be accessed and downloaded through the following Dropbox location: <https://www.dropbox.com/sh/d5u46vpg164msni/AACKWgYgujtx3o7rgHJ5e3Dma?dl=0>

1-2 PROPOSAL SUBMISSION: The Town must receive all proposals by **2:00 p.m., February 15, 2017**. The proposals shall be submitted at the following address:

TOWN OF PALM BEACH
Purchasing Office
951 Okeechobee Road Suite "D"
West Palm Beach, Florida 33401

To facilitate processing, please clearly mark the outside of the proposal package as follows: "**RFQ No. 2017-15 – Town-Wide Overhead Utility Undergrounding Phase 1- South – Construction Manager at Risk Services.**"

This package shall also include the Proposer's return address.

Proposers may withdraw their proposals by notifying the Town in writing at any time prior to the deadline for proposal submittal. After the deadline, the proposal will constitute an irrevocable offer for a period of six (6) months. Once opened, proposals become a record of the Town and will not be returned to the Proposer.

The Town cautions Proposers to assure actual delivery of mailed or hand-delivered proposals directly to the Town's Purchasing Division at 951 Okeechobee Road, Suite "D", West Palm Beach, Florida 33401, prior to the deadline set for receiving proposals. Telephone confirmation of timely receipt of the proposal may be made by calling (561) 838-5406, before proposal closing time. Any proposal received after the established deadline **will not** be considered and will be returned unopened to the Proposer(s).

A Pre-Proposal Conference will be held at **10:00 a.m., January 25, 2017**, at the Public Works Complex – Meeting Room located at 951 Okeechobee Road, West Palm Beach, FL 33401. Attendance is strongly encouraged as this will be the only forum to seek clarification from Town staff.

1-3 NUMBER OF COPIES: Proposers shall submit an **original and ten (10) copies** of the proposal in a sealed, opaque package marked as noted above. The Proposer will be responsible

for timely delivery, whether by personal delivery, US Mail or any other delivery medium.

1-4 DEVELOPMENT COSTS: Neither the Town nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this Request for Proposal. Proposers should prepare their proposals simply and economically, providing a straightforward and concise description of the Proposer's ability to meet the requirements of the RFQ.

1-5 CLARIFICATIONS: Interested Proposers may submit inquiries about the proposal to the Town's Purchasing Division, by facsimile at (561) 835-4688. The Purchasing Division is located at 951 Okeechobee Road, Suite "D", West Palm Beach, FL 33401.

The Purchasing Division will receive written requests for clarification concerning the meaning or interpretations of the RFQ, **until ten (10) days** prior to the submittal date.

All Proposers are expected to carefully examine the proposal documents. Any ambiguities or inconsistencies should be brought to the attention of the Town through written communication until **ten (10) days** prior to the submittal date. No employee of the Town is authorized to interpret any portion of this RFQ or give information as to the requirements of the RFQ in addition to what is contained in the written RFQ document.

Town personnel are authorized only to direct the attention of prospective Proposers to various portions of the RFQ so that they may read and interpret such for themselves.

1-6 ADDENDA: The Town may record its response to inquiries and any supplemental instructions in the form of written addenda. The Town may provide written addenda up to **seven (7) calendar days** before the date fixed for receiving the proposals. Proposers may contact the Town to ascertain whether any addenda have been issued. Failure to do so could result in an unresponsive proposal. Any oral explanation given before the RFQ opening will not be binding.

1-7 CONTRACT AWARDS: The Town anticipates entering into an Agreement with the Proposer who submits the proposal judged by the Town to be most advantageous.

The Town reserves the right to accept or reject any or all proposals, with or without cause, to waive technicalities or to accept the proposal which, in its sole judgment, best serves the interest of the Town, or to award a contract to the next most qualified proposal if the successful proposal does not execute a contract within one-hundred and twenty (120) days after the award of the proposal.

The Proposer understands that this RFQ does not constitute an offer or an Agreement with the Proposer. An offer or Agreement shall not be deemed to exist and is not binding until proposals are reviewed, accepted by appointed staff, the best proposal has been identified, approved by the appropriate level of authority within the Town and executed by all parties.

Any proposal may be withdrawn until the date and time set above for the submission of the proposals. Any proposal not so withdrawn shall constitute an irrevocable offer for a period of six (6) months to provide to the Town the services set forth in this Request for Proposals.

The Town reserves the right to reject all proposals, to abandon the project and/or to solicit and re-advertise for other proposals.

1-8 CONTRACTUAL AGREEMENT: This RFQ shall be included and incorporated in the final award. The order of contractual precedence will be the Contract document, original Terms and Conditions, and proposal response. Any and all legal action necessary to enforce the award will be held in Palm Beach County and the contractual obligations will be interpreted according to the laws of Florida. **Any additional contract or agreement requested for consideration by the Proposer must be attached and enclosed as part of the proposal.**

1-9 PRESS RELEASES: The Proposer shall obtain the prior approval of the Town Manager's Office of all news releases or other publicity pertaining to this RFQ, the service, or project to which it relates.

1-10 FAMILIARITY WITH LAWS: The proposer is assumed to be familiar with all federal, state and local laws, ordinances, rules and regulations that may in any manner affect the work. The failure to familiarize himself with applicable laws will in no way relieve him from responsibility.

1-11 PERMITS, TAXES, LICENSES: The successful proposer(s) shall, at his own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried out under the contract. Proposers, both corporate and individual must be fully licensed and certified in the State of Florida at the time of RFQ submittal. The proposal of any Proposer that is not fully licensed and certified shall be rejected.

1-12 INSURANCE: The contractor shall provide at its own cost and expense during the life of the contract, the following insurance coverages to the Town of Palm Beach (30) thirty business days prior to the commencement of any work. All contractors including any independent contractors and subcontractors utilized must comply with these requirements. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The insurance shall be evidenced by certificates and/or policies to include premiums as determined by the Town of Palm Beach. It shall be an affirmative obligation upon the Service Provider to advise the Town's Risk Manager at fax no. 561-838-5497, e-mail risk@townofpalmbeach.com, 360 S. County Road, Palm Beach, FL 33480 within 24 hours or the next business day of cancellation, non-renewal or modification of any stipulated insurance and failure to do so shall be construed to be a breach of this Agreement/contract. The Town of Palm Beach reserves the right to require additional insurance coverages and limits based upon the particular service or change order requested by the contractor.

If the contractor maintains higher limits than the minimums shown below, the Town requires and shall be entitled to coverage for the higher limits maintained by the contractor.

Comprehensive General Liability Insurance coverage with limits of liability not less than \$5,000,000 Each Occurrence/\$10,000,000 Aggregate or a per project aggregate of \$5,000,000. The Certificate of Insurance shall indicate an Occurrence Basis. The Town of Palm Beach shall be endorsed as an additional insured under the General Liability including Completed Operations coverage. Products & completed operations coverage to be provided for a minimum of 10 years' date of possession by owner or completion of contract. A waiver of subrogation shall be in the favor of the Town. The contractor's General Liability coverage shall be primary and non-contributory.

For policies written on a Claims-made basis, service provider shall maintain a retroactive date prior to or equal to the effective date of this contract. In the event the policy is canceled, non-renewed, switched to an occurrence form or there is a change in retroactive date, or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this contract, the service provider shall agree to purchase a SERP with a minimum reporting period of not less than three (3) years. Coverage is to apply on a primary basis.

This insurance shall indicate on the certificate of insurance the following coverages:

- a. Premises-Operation
- b. Independent Contractor and Subcontractors
- c. Products and Completed Operations (2 years postdate of completion)
- d. Broad Form Contractual

Contractors Pollution Liability coverage may be required depending on scope of services.

Professional Liability- Architects or engineers must maintain professional liability or equivalent errors & omissions liability with limit of not less than \$1,000,000 per occurrence. For policies written on a claims made basis, architect or engineer shall maintain a retroactive date prior to or equal to the effective date of this contract. In the event the policy is canceled, non-renewed, switched to an occurrence form or there is a change in retroactive date, architect or engineer must purchase an extended reporting period rider during the life of this contract of not less than 3 years. Coverage is to apply on a primary basis.

Auto Liability coverage with limits not less than \$1,000,000 Each Occurrence Combined Single Limit each accident. The Certificate of Insurance shall indicate coverage for Any Auto or Owned Autos/ Hired Autos/Non-Owned Autos.

Workers' Compensation coverage with statutory limits pursuant to Florida State Statute 440. Should the scope of work performed by contractor qualify its employee for benefits under federal workers' compensation statute (example, U.S. Longshore & Harbor Workers Act or Merchant Marine act), proof of appropriate federal act coverage must be provided. A waiver of subrogation must be provided.

Employers Liability coverage with limits not less than \$100,000 for each accident, \$100,000 disease (each employee) and \$500,000 disease (policy limit).

If Builder's Risk coverage is required, the Town shall obtain the coverage through their insurance agent at 100% of the estimated completion value. The contractor shall provide a completed Builder's Risk application, which will be provided by the Town's insurance agent, in addition to the following:

1. Draw schedule or construction timeline
2. Breakdown of Hard costs (from GMP) vs. Soft costs
3. Diagram or plot plan
4. Geo/Soil testing report

The above information and Builder's Risk application must be provided to the Risk Manager at least 30 days in advance of commencement of any work in order for the Builder's Risk policy to

be obtained. The cost of the Builder's Risk policy shall be included as a line item in the project budget by the Public Works Department.

If any of the property or casualty insurance requirements are not complied with at their renewal dates, payments to the Contractor will be withheld until those requirements have been met or at the option of the Town, the Town may pay the renewal premium and withhold such payments for any monies due the contractor.

All property losses shall be payable to and adjusted with the Town.

In the event that claims in excess of the insured amounts provided herein are filed by reason of any operations under the contract, the amount excess of such claims or any portion thereof may be withheld from any payment due or to become due the Contractor until such time the Contractor shall furnish such additional security covering such claims as may be determined by the Town of Palm Beach.

All policies and certificates of insurance of the Contractor shall contain the following clauses:

1. Insurers shall have no right of recovery or subrogation against the Town (including its agents, officers, past and present employees, elected officials and representatives), it, being the intention of the parties, the insurance policy in effect shall protect both parties and be the primary coverage and non-contributory for any and all losses covered by the above described insurance.
2. The clause "other insurance provisions" in a policy in which the Town is endorsed as an additional insured shall not apply to the Town, its agents, officials, past and present employees, elected officials and representatives if these provisions conflict with or otherwise limit the obligations of the contractor under the terms of this agreement.
3. Insurance companies issuing the policy or policies shall have no recourse against the Town, (including its agents, officers, past and present of any premiums or assessments under any form of policy).
4. Any and all deductibles or self-insured retentions in the above described insurance policy shall be assumed by and be for the account of and at the sole risk of the contractor. The amount of the deductible or self-insured retention accepted by the Town Manager.

Umbrella or Excess Liability is required up to the minimum limit of liability if the limits of liability shown on the Certificate of Insurance under General Liability do not meet the minimum limit of liability as required.

1-13 INDEMNIFICATION: To the fullest extent allowed by law the Contractor shall protect, defend, reimburse, indemnify and hold harmless the Town of Palm Beach, and the Town's officers, agents, employees free and harmless from and against any and all claims, losses, penalties, damages, settlements, costs, charges, attorneys or other professional fees, or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, cause or causes of action of very kind and character in connection with, or arising directly or indirectly out of or related to this Contract and the Work performed hereunder. Without limiting the generality of the foregoing, Contractor's Indemnity shall include all claims, damages, losses, or expense arising out of or related to personal injury, death, damages to property, defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright, proprietary information, or applications

of any thereof, or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or order of any court. Contractor agrees to investigate, respond, adjust and provide a defense for, all and any such claims, demands and actions at Contractor's sole expense and agrees to bear and remain liable for all such other costs and expenses relating thereto, even if such claim is groundless, false or fraudulent. Notwithstanding the foregoing, Contractor's Indemnity shall not extend to liability for damages to persons or property to the extent such damage was caused by any act, omission, or default of the Town, or by the Town's officers, agents and employees.

Contractor acknowledges and agrees that TOWN would not enter into a contract without this indemnification of TOWN by Contractor, and that TOWN'S entering into a contract shall constitute good and sufficient consideration for this indemnification. These provisions shall survive the expiration or earlier termination of the Contract. Nothing in this Contract shall be construed to affect in any way the TOWN'S rights, privileges, and immunities as set forth in Florida Statute 768.28.

1-14 SELLING, TRANSFERRING OR ASSIGNING CONTRACT: No contract awarded for the services in this proposal shall be sold, transferred or assigned without the prior written approval of the Town.

1-15 INDEPENDENT CONTRACTOR: The successful proposer shall be considered an independent contractor. Professional services provided by the Proposer shall be by employees of the Proposer and subject to supervision by the Proposer, and not as officers, employees, or agents of the Town. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered shall be those of the proposer.

1-16 ADDITION OR DELETION OF SERVICES: The Town reserves the right to add to the services specified, or to delete any portion of the scope of services at any time.

1-17 RECORDS: The Proposer(s) shall maintain during the term of the contract all books of account, receipt invoices, reports and records in accordance with generally accepted accounting practices. The Proposer(s) shall maintain and make available such records and files for the duration of the contract and retain them for a period of three (3) years beyond the last day of the contract term.

1-18 INVOICES: The Proposer may submit invoices at the completion and approval of each task or for partial completion of each task on a pro rata basis. However, requests for payment shall not be made more frequently than on a monthly basis. Each invoice shall designate the nature of work performed and be accompanied by records fully detailing the amounts stated on the invoice. Invoice payment shall be subject to the satisfactory completion and acceptance of the work following verification by Town personnel. Invoices shall be paid by the Town within thirty (30) days of receipt of the invoice, except for items questioned. The Town shall notify the Proposer of any items questioned. The Proposer(s) shall prepare verification data for the amount claimed and provide complete cooperation during such investigation of any areas in the invoice subject to question.

1-19 TERMINATION BY THE OWNER FOR CAUSE:

The Town may terminate this Contract in the event:

- a. Contractor fails or refuses to prosecute the Work or any severable part, with the diligence that will insure its completion within the time specified in this Contract;
- b. Contractor fails or refuses to prosecute the Work on any severable part, with the diligence that will insure its completion within the time specified in construction schedules and related milestones issued in conjunction with this Contract;
- c. Contractor fails to complete the Work within the time specified in this Contract;
- d. Contractor fails to deliver the supplies or perform the services required of the Contractor under this Contract within the time specified in this Contract;
- e. Contractor fails or refuses to provide sufficient properly skilled workmen or tradesmen;
- f. Contractor refused or fails to supply materials, equipment or services meeting the requirements of this Contract;
- g. Contractor fails to make payments for materials, labor or services to subcontractors, sub subcontractors, suppliers or material men of any tier in accordance with such agreements that may exist among them;
- h. Contractor violates laws, ordinances, rules, regulations of any governmental authority having jurisdiction;
- i. Contractor materially breaches any of the provisions of this Contract.

When any single or combination of the above causes exist such cause(s) have not been cured after seven (7) days written demand by the Town, the Town may, with full reservation of, and without prejudice to any other right or remedy the Town may have, upon giving Contractor and the surety five (5) days written notice, terminate the Contract. Thereupon the Town shall immediately be entitled to possession of the worksite and all supplies, materials, equipment thereon and to finish the Work by reasonable means the Town shall decide in its discretion. No payments shall be due the Contractor until the Work is fully and finally completed. Contractor and Contractor's surety shall be charged with all costs and expenses of completing the Work (the "Cost to Complete") including without limitation: costs of repairing, replacing or re-mediating improperly performed work; completing portions of the Work left undone on the Contractor's termination; architectural, engineering and other professional fees and costs incurred as a result of Contractor's termination and in connection with completing the Work; liquidated damages at the rate specified herein until Completion is achieved; any other loss, claim or damage incurred by the Town by reason of Contractor's default. If the unpaid portion of the Contractor's Bid (the "Unpaid Bid Amount") is greater than the Cost to Complete, the Cost to Complete shall be subtracted from the Unpaid Bid Amount and the difference shall be paid to Contractor within sixty (60) days from completion of the Work. If the Cost to Complete exceeds the Unpaid Bid Amount, the Unpaid Bid Amount shall be subtracted from the cost to complete and Contractor shall be indebted to and shall pay to the Town that difference. The rights and remedies reserved to the Town in this paragraph are without waiver of and are in addition to any other rights and remedies provided by law or under this Contract to the Town.

1-20 TERMINATION FOR CONVENIENCE:

- A. The Town of Palm Beach may terminate performance of work under this contract in whole or in part (the "Work Terminated") if the Town determines that such termination is in the Town's best interest. The Town shall terminate by delivering to the Contractor a Notice of

Termination, specifying the extent of the Work Terminated and the effective date.

B. After receipt of a Notice of Termination, a Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:

1. Stop work as specified in the notice.
2. Place no further subcontracts or orders for materials, services, or facilities, except as necessary to complete any portion of this Contract not encompassed in the Work Terminated.
3. Terminate all subcontracts to the extent they relate to the Work Terminated. To the fullest extent practicable, cancel all outstanding purchase orders, contracts and delivery of materials, supplies and equipment related to the Work Terminated.
4. If requested by the Town in writing, assign to the Town, all right, title and interest of the Contractor under the subcontracts terminated. Such Assignment shall not include assumption of Contractor's obligations or liabilities under a subcontract. The Town shall have the right (but not the obligation) to assume the Contractor's obligations under any subcontracts assigned. Neither this paragraph or any assignment of subcontracts shall constitute the Town's assumption of Contractor's or other obligations under any such subcontract absent a written document executed by the Town and the subcontractor in which the Town expressly acknowledges an assumption of Contractor's obligations, and then only to the extent specified. In no event will the Town assume any obligation of the Contractor under the subcontracts that arise out of or relate to Contractor's default prior to such assignment.
5. With the approval of the Purchasing Agent, settle all outstanding liabilities and settlement proposals arising from the termination of subcontracts.
6. As directed by the Town, transfer title and deliver to the Town (a) the fabricated or un-fabricated parts, work in process, completed work, supplies, and other materials produced or acquired for the Work Terminated, and (b) the completed or partially completed plans, drawings, information, and other property that, if the Work Terminated had been completed, would be required to be furnished to the Town.
7. Complete performance of the work not terminated.
8. Take any action that may be necessary, or that the Town may direct, for the protection and preservation of the property related to this contract that is in the possession of the Contractor and in which the Town has or may acquire an interest.

C. The Early Termination Claim shall be strictly limited to payment for those portions of the Work, including Contractor's reasonable profit therefore, properly performed prior to the Town's Termination for Convenience, and for work performed by Contractor under subparagraph B.8 above for protection and preservation of the property described therein. The Early Termination Claim shall not include, and Contractor shall not be entitled to claim or recover, Contractor's other direct or indirect costs, losses or damage of whatsoever nature by reason of the Early Termination including, but without limitation:

1. Lost profit for Work not to be performed by Contractor by reason of the Town's Termination for Convenience;
2. The cost of the Work not to be performed by Contractor by reason of the Town's

3. Termination for Convenience;
4. Contractor's demobilization costs;
5. Home office overhead;
6. Effect on other contracts and subcontracts including without limitation, those with subcontractors, sub subcontractors, suppliers and material men of any tier or any claims by them arising out of or relating to the impact of the Termination for Convenience on their contracted relations;
7. Lost opportunities or other actual/prospective contracts;
8. Lower or lost productivity;
9. Costs or damages claimed by subcontractors, sub subcontractors, material men or suppliers of any tier arising or in any way related to their respective contracts with Contractor or one another, or arising or related in any manner to the Termination for Convenience.

The Town's Termination for Convenience shall be without waiver or prejudice to, all of the Town's claims, rights and remedies arising out of or related to any default, breach of contract, damages or other claims the Town may have against Contractor, or Contractor's subcontractors, material men and suppliers of any tier, or any other person or entity at the time of Early Termination, or arising thereafter.

Contractor hereby acknowledges acceptance of the risk and cost of the foregoing and acknowledges and agrees to the foregoing limitation on Contractor's claims or damages arising out of, or relating to, an Early Termination by the Town.

- D. After termination, the Contractor shall submit an Early Termination Claim to the Town. The Contractor shall submit the Early Termination Claim, but no later than 60 days from the effective date of termination unless extended in writing by the Town. If the Contractor fails to submit the Early Termination Claim within the time allowed, the Town may determine, on the basis of information available, the amount, if any, due the Contractor because of the Early Termination and shall pay the amount so determined to Contractor.
- E. Subject to Paragraph D. above, the Contractor and the Town may agree upon the whole or any part of the amount to be paid because of the Early Termination. However, this amount may not exceed the total price as reduced by the amount of payments previously made and the contract price of work not terminated. This Contract shall be amended accordingly, and the Contractor shall be paid the agreed amount.
- F. If the Contractor and the Town fail to agree on the payment because of Early Termination of work, the Town shall pay the Contractor the amounts, if any, determined by the Town to be due the Contractor as a result of the terminated work.
- G. If the termination is partial, the Contractor may file a proposal with the Town for an equitable adjustment of the price of the continued portion of the contract.

1-21 TERMINATION BY THE CONTRACTOR:

In the event the Town has not made a Progress Payment or the Final Payment within the time stated in the Contract Documents, the Contractor may terminate this Contract if the Town fails or refuses to make such payment after ten (10) days written notice to the Engineer and the Town.

If, through any cause, the Proposer(s) shall fail to fulfill in a timely and proper manner, its obligations under the contract, or if the Proposer(s) shall violate any of the provisions of the contract, the Town may upon written notice to the Proposer(s) terminate the right of the Proposer(s) to proceed under the contract and may hold the Proposer(s) liable for any damages caused to the Town by reason of such default and termination. In the event of such termination, any completed services performed by the Proposer(s) under the contract shall, at the option of the Town, become the Town's property and the Proposer(s) shall be entitled to receive equitable compensation for any work completed to the satisfaction of the Town. The Proposer(s), however, shall not thereby be relieved of liability to the Town for damages sustained by the Town by reason of any breach of the contract by the Proposer(s), and the Town may withhold any payments to the Proposers(s) for the purpose of setoff until such time as the amount of damages due the Town from the Proposer(s) is determined. The Proposer(s) shall not be held liable for damages solely for reasons of delay if the delay is due to causes beyond its control and without its fault or negligence, but this shall not prevent the Town from terminating the contract because of such delay.

1-22 PROPOSAL CONTENTS: All material submitted becomes the property of the Town of Palm Beach. The Town has the right to use any or all ideas presented in any reply to this RFQ. Selection or rejection of the proposal does not affect this right.

1-23 NON-DISCRIMINATION: There shall be no discrimination as to race, sex, color, age, creed, national origin, or disability by the Proposer(s) in the operations conducted under the contract.

1-24 DRUG-FREE WORKPLACE: Preference shall be given to businesses with Drug-Free Work Place (DFW) programs. Whenever two or more proposals which are equal with respect to price, quality, and service are received by the TOWN for the procurement of commodities or contractual services, a proposal received from a business that completes the attached DFW form certifying that it is a DFW shall be given preference in the award process.

1-25 PALM BEACH COUNTY INSPECTOR GENERAL: The contractor is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of any contracts resulting from this solicitation, and in furtherance thereof may demand and obtain records and testimony from the contractor and its subcontractors and lower tier subcontractors. The contractor understands and agrees that in addition to all other remedies and consequences provided by law, the failure of the contractor or its subcontractors or lower tier subcontractors to fully cooperate with the Inspector General when requested may be deemed by the municipality to be a material breach of this contract justifying its termination.

1-26 PUBLIC ENTITY CRIMES: In accordance with Florida Statute 287.133, no award will be made to any person or affiliate identified on the Department of Management Services' "Convicted Vendor List". This list is defined as consisting of persons and affiliates who are disqualified from public contracting and the purchasing process because they have been found guilty of a public entity crime. A "person" or "affiliate" includes any natural person or any entity, including predecessor or successor entities or an entity under the control of any natural person who is active in its management and who has been convicted of a public entity crime.

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or proposer under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

By signing and submitting the Bid documents, the submitting firm, i.e. "person" or "affiliate", attests that they have not been placed on the "Convicted Vendor List" or have been found guilty of a public entity crime.

1-27 NON-COLLUSION: Proposer certifies that their Proposal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a Proposal for the same materials, services, supplies, or equipment and is in all respects fair and without collusion or fraud.

1-28 CONFLICT OF INTEREST: The award hereunder is subject to provisions of State Statutes, Palm Beach County and Town Ordinances. All Proposers must disclose with their Proposal the name of any officer, director, or agent who is also an employee of the Town of Palm Beach. Further, all Proposers must disclose the name of any Town employee who owns, directly or indirectly, an interest in the Proposer's firm or any of its branches.

1-29 CODE OF ETHICS: If any Proposer violates or is a party to a violation of the code of ethics of the Town of Palm Beach, Palm Beach County or the State of Florida with respect to this proposal, such Proposer may be disqualified from performing the work described in this proposal or from furnishing the goods or services for which the proposal is submitted and shall be further disqualified from submitting any future proposals for work, goods or services for the Town of Palm Beach. The link for further information regarding the Palm Beach County Commission on Ethics is: <http://www.palmbeachcountyethics.com/ordinances-codes.htm>.

1-30 LOBBYING PROHIBITED: Proposers are not to contact or lobby any Town personnel related or involved with this Request for Qualifications.

All oral or written inquiries are to be directed to the Purchasing Division as instructed herein. Any violation of this condition may result in rejection and/or disqualification of the Proposer.

Refer to Palm Beach County Registration Ordinance – Effective April 2, 2012 for further information: <http://www.palmbeachcountyethics.com/ordinances-codes.htm>.

1-31 CONE OF SILENCE: The Cone of Silence is a prohibition on any communication, except for written correspondence, regarding a particular request for proposal, request for qualification, bid or any other competitive solicitation between:

(1) Any person or person's representative seeking an award from such competitive solicitation; and

(2) Any County commissioner or commissioner's staff, any member of a local governing body or the member's staff, a mayor or chief executive officer that is not a member of a local governing body or the mayor or chief executive officer's staff, or any employee authorized to act on behalf of the commission or local governing body to award a particular contract.

For the purposes of this section, a person's representative shall include but not be limited to the person's employee, partner, officer, director, proposer, lobbyist, or any actual or potential subcontractor or proposer of the person.

The cone of silence shall be in effect as of the deadline to submit the proposal, bid, or other response to a competitive solicitation. The cone of silence applies to any person or person's representative who responds to a particular request for proposal, request for qualification, bid or any other competitive solicitation, and shall remain in effect until such response is either rejected by the county or municipality as applicable or withdrawn by the person or person's representative. Each request for proposal, request for qualification, bid or any other competitive solicitation shall provide notice of cone of silence requirements and refer to this article.

The provisions of this article shall not apply to oral communications at any public proceeding, including pre-bid conferences, oral presentations before selection committees, contract negotiations during any public meeting, presentations made to the board or local municipal governing body as applicable, and protest hearings. Further, the cone of silence shall not apply to contract negotiations between any employee and the intended awardee, any dispute resolution process following the filing of a protest between the person filing the protest and any employee, or any written correspondence at any time with any employee, county commissioner, member of a local municipal governing body, mayor or advisory board member or selection committee member, unless specifically prohibited by the applicable competitive solicitation process.

The cone of silence shall terminate at the time the board, local municipal governing body, or a county or municipal department authorized to act on behalf of the board or local municipal governing body as applicable, awards or approves a contract, rejects all bids or responses, or otherwise takes action which ends the solicitation process.

For further information refer to <http://www.palmbeachcountyethics.com/ordinances-codes.htm> - Palm Beach County Registration Ordinance – Effective April 2, 2012.

1-32 SCRUTINIZED COMPANIES: The Town, entering into a contract for goods or services of \$1 million or more, entered into or renewed on or after July 1, 2011, can terminate such contract at the option of the Town if the firm awarded the contract is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan List or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

1-33 PUBLIC RECORDS LAW AND EXEMPTIONS: Upon receipt, all response submittals become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Any firm that intends to assert any materials to be exempted from public disclosure under Chapter 119, Florida Statutes must submit the documents(s) in a separate bound document labeled "Name of Firm, Attachment to Proposal Package, RFQ# - Confidential Matter". The firm must identify the specific statute that authorizes the exemption from the Public Records Law. Failure to provide this information at the time of submittal may result in a recommendation by the Purchasing Manager that the response is non-responsive.

Any claim of confidentiality on materials that the firm asserts to be exempt and placed elsewhere in the submittal will be considered waived by the firm upon submission, effective after opening.

Please be aware that submitting confidential material may impact full discussion of your submittal by the Selection Committee because the Selection Committee will be unable to talk about the details of the confidential material(s) at the public Selection Committee meeting. Please note that the financial statement exemption provided for in Section 119.071(1) c, Florida Statutes only applies to submittals in response to a solicitation for a “public works” project.

PUBLIC RECORDS LAW: In accordance with Florida Statutes 119.0701, the contractor shall comply with public records laws, specifically to:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
- (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Town Clerk, or designee
Phone 561-838-5416
[Email records@townofpalmbeach.com](mailto:records@townofpalmbeach.com)



TOWN OF PALM BEACH
RFQ No. 2017-15
TOWN-WIDE OVERHEAD UTILITY UNDERGROUNDING
PHASE 1- SOUTH
Construction Manager at Risk Services

PART II
NATURE OF SERVICES

I. INTRODUCTION

The Town of Palm Beach is soliciting proposals from a qualified Construction Manager at Risk for the TOWNWIDE OVERHEAD UTILITY UNDERGROUNDING PROGRAM - PHASE 1 SOUTH.

Kimley-Horn and Associates, Inc. and their project team have been retained by the Town of Palm Beach to provide design and construction phase services and documents for the Town-wide Overhead Utility Undergrounding – Phase 1 South project. A summary of the work on the project is provided below. Additional project information including a phase summary map, traffic sequencing map and preliminary plans and specifications may be accessed and downloaded at the following Dropbox link:

<https://www.dropbox.com/sh/d5u46vpg164msni/AACKWgYguitX3o7rgHJ5e3Dma?dl=0>

Work Summary

The selected Construction Manager at Risk will furnish all work, necessary permits, and construction supervision to fully complete the construction of an overhead to underground utility conversion project for approximately 4.6 pole-miles of overhead electric, 2 pole-miles of overhead telephone, and 1 pole-mile of cable TV utilities within the Town of Palm Beach. The work will also include site restoration and municipal infrastructure improvements including paving, grading, and street lighting.

The Construction Manager at Risk will coordinate the schedule of the work performed by his own forces and subcontractors as well as by the franchise utilities and monitor the progress and schedule. The Construction Manager will oversee the work area and provide final restoration of private property areas impacted by the demolition of the existing overhead system upon final completion. Existing local traffic must be maintained in accordance with the Transportation Management Plan developed for the project.

II. SCOPE OF WORK

The purpose and intent of this Request for Qualifications is to provide Construction Manager at Risk Services for the following work:

- Provide pre-construction services which include, but are not limited to defining value engineering opportunities to minimize project costs and work with Town staff and design consultant in the design phase;
- Competitively bid the project to qualified sub-contractors, according to the policies and procedures outlined in the Town's CM at Risk regulations and develop a guaranteed

- maximum price (GMP);
- Manage the construction of the improvements that constitute the Project;
 - Serve as a Lead Member of the project team and coordinate project meetings;
 - Provide required records and documentation for the Town.
 - Manage and coordinate with Franchise utilities owners (Florida Power and Light, ATT and Comcast) to include any underground franchise utilities owners such as: Florida Public Utilities, City of West Palm Beach Water, Palm Beach County, Florida Department of Transportation, City of Lake Worth and the Town of South Palm Beach.

Preconstruction Phase: The Construction Manager (CMAR) shall function as an agent of the Town, shall be paid a fixed fee for services performed and shall be an integral part of the design team. The CM shall attend all design team meetings and review construction drawings and specifications. Preconstruction services shall include developing and updating a master construction phase bar chart schedule incorporating estimated construction phase time; constructability review to identify defects, omissions, and recommendations for alternatives; value engineering for all phases of the project; prepare design development estimate and the development of a Guaranteed Maximum Price (GMP) for the construction of this project. Method of cost estimating shall be the Quality Survey Method. It is understood that development of the GMP will not occur until the Preconstruction Phase of the work has been completed. The Construction Manager shall provide written constructability analyses of the Project, including items to be addressed with the Town Consultants such as accessibility, construction methods, assembly, installation, materials handling, expandability, phasing and other construction phase related activities.

Construction Phase: The CMAR shall cease to be an agent of the Town and shall become the single point of responsibility for performance of the construction contract for the Town. The CMAR shall function in the role as the general contractor providing all necessary services including but not limited to the following:

- a. Prepare an overall Construction Management Plan for the project, including a procurement plan with a recommended procurement schedule to coordinate and expedite the procurement of materials and equipment;
- b. Recommend contracting strategies for the project;
- c. Should the Construction Manager desire to self-perform any of the portions of the Work, this intention must be clearly conveyed to the Owner prior to the receipt of any other bids for the same scope of work. The Construction Manager shall not self-perform more than 10% of the Work.
- d. Competitively bid subcontract work, in accordance with Town established purchasing procedures, and share the results with the Town and its consultants, manage the bidding process with oversight by the Town for all the construction work, enter into subcontracts and administer such subcontracts with the understanding that the Town has the right to review and reject any subcontractor;

- e. Prepare shop drawings, RFI's and other documents necessary to accomplish the work;
- f. Manage the construction site and provide for the administration and supervision of the project;
- g. Establish and maintain the construction schedule including identifying variances, delays or early completion of tasks, and the maintenance of the schedule;
- h. Develop a system for cost control;
- i. Develop and manage the pay application and change order process, including coordination with the design staff and Town personnel;
- j. Provide the means and methods of construction;
- k. Provide jobsite safety and security;
- l. Provide continuous monitoring and inspection of work to determine progress and conformance with design documents documenting same;
- m. Schedule and coordinate all required inspections with appropriate disciplines including the Town Inspectors;
- n. Maintain written project progress records and provide written reports of project progress and status at least once a month relating to budget, progress payments, change orders, performance and schedule adherence;
- o. Guarantee the quality of construction;
- p. Perform or cause to be performed, all required remedial work identified through the inspection process and at direction of the Town's appointed project manager;
- q. Participate in meetings on the project with the Town and design staff or public individuals or groups as may be directed by the Town's project manager;
- r. Work in cooperation with the Town's public outreach professionals in keeping those in the work zone informed of construction activities including specific coordination with property owners when work is to occur on private property or when any interruptions in utility service are anticipated;
- s. Develop plan, coordinate, and assist in the start-up testing and certification of any franchise utility systems and equipment, replaced and/or affected by the construction;
- t. Provide project close out coordination;
- u. Provide Certificate of Completion and all documents of record to Town staff and/or consultants for archiving;
- v. Provide all other services generally provided by Construction Manager on a project of like magnitude, scope, use, and complexity;

- w. Keep written minutes of all meetings, decisions and discussions pertaining to this project and submit copies of same to the Town and/or Town designees for archiving;
- x. Coordinate the activities and required field work of the electric, cable, telephone and/or other communications service providers as required to facilitate the project.

III. SCHEDULED COMPLETION DATE

The scheduled completion date will be determined at time of GMP contract. The selected Construction Manager is expected to work with any other contractors working within the vicinity. The Construction Manager shall work around Town observed holidays. Schedules shall be provided indicating the start/completion dates of the overall construction project.

IV. DESIGN DOCUMENTS

The preliminary design plans and technical specifications are being prepared by Kimley- Horn & Associates, Inc.

V. TIME OF COMPLETION AND LIQUIDATED DAMAGES

The construction work to be performed under this project shall commence on the date of Notice to Proceed with such extensions of time as are provided for in the General Terms and Conditions. If said work is not substantially completed by the specified date, the Contractor shall be liable and hereby agrees to pay to the Owner as **liquidated damages, and not as a penalty, the sum of One Thousand Five Hundred Dollars (\$1,500.00) per calendar day** for each and every day or part of a day thereafter that said work remains incomplete.

VI. PERFORMANCE AND PAYMENT BOND

Within ten (10) business days of the award of the Guaranteed Maximum Price by the Town, the Construction Manager shall furnish a Performance and Payment Bond consisting of:

- a. Performance Bond in the form specified by the Owner;
- b. Labor and Materials Payment Bond in the form specified by the Owner.

Bond Requirement: The Construction Manager shall furnish bonds in the amount of 100% of the contract amount and shall maintain throughout the duration of the Project until one (1) year after Final Completion and acceptance of the Work as provided in Florida Statutes 255.05 et seq, covering the faithful performance of the Contract and payment of all obligations arising thereunder. Bonds shall be secured by the Construction Manager from a surety company licensed in the State of Florida with a best rating of A Class V or higher according to the most recent edition of the rating guide published by A.M. Best Company.

The successful Construction Manager shall be required to provide Surety Bonds in the amount of 100% of the Contract amount. The required premiums shall be paid for by the successful Contractor and shall be included in the Guaranteed Maximum Price.

In addition to the above minimum qualifications, the Surety Company must meet at least one of

the following additional qualifications specified.

The Surety Company shall hold a current certificate of authority as acceptable surety on federal bonds in accordance with the United States Department of Treasury Circular 570, Current Revisions. If the amount of the Bond exceeds the underwriting limitation set forth in the circular, in order to qualify, the net retention of the surety company shall not exceed the underwriting limitation in the circular, and the excess risks must be protected by coinsurance, reinsurance, or other methods in accordance with Treasury Circular 297, revised September 1, 1978 (31 DFR Section 223.10 Section 223.111). Further the surety company shall provide the Owner with evidence satisfactory to the Owner, that such excess risk has been protected in an acceptable manner.

Time of Delivery and Form of Bonds: The Construction Manager shall deliver the required bonds to the Owner within ten (10) business days, after the award of the Guaranteed Maximum Price by the Town of Palm Beach.

The Performance Bond and Labor and Materials Payment Bond shall be written in the amount of the Guaranteed Maximum Price and shall continue in effect for one (1) year after completion and acceptance of the Work. The Bonds shall be dated on or before the Notice to Proceed Date.

The Construction Manager shall require the Attorney-In-Fact who executes the required Bonds on behalf of the Surety to affix thereto a certified and current copy of the Power of Attorney.

Pursuant to the requirements of Chapter 255.05 (1)(s), Florida Statutes, Construction Manager shall ensure that the Bond or Bonds referenced above shall be recorded in the public records of Palm Beach County. Proof of recordation must be submitted to the Town prior to issuance of a purchase order. One (1) set of originals is required.

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**TOWN OF PALM BEACH
RFQ No. 2017-15
TOWN-WIDE OVERHEAD UTILITY UNDERGROUNDING
PHASE 1- SOUTH
Construction Manager at Risk Services**

**PART III
PROPOSAL REQUIREMENTS**

1. RULES FOR PROPOSALS

Proposer shall submit **one (1) original and ten (10) copies** on 8 ½ " x 11" paper in a clear, concise format, in English. The proposal shall contain tabbed sets of the information required herein to be considered for award. Omission of required data may be cause for disqualification. Any other information thought to be relevant, but not applicable to the enumerated sections, should be provided as an appendix to the proposal. If publications are supplied by a Proposer to respond to a requirement, the response should include reference to the document number and page number. Proposals not providing this reference will be considered to have no reference materials included in the additional documents.

Proposals must be properly signed in ink by the owner/principal having the authority to bind the Proposer to this agreement.

In order to maintain comparability and facilitate the review process, it is strongly recommended that submittals be organized in the manner specified below, with proper section dividers and tabs. The Town reserves the right to reject and not consider any proposal not organized and not containing all the information outlined herein.

The proposal must name all persons or entities interested in the proposal as principals. The proposal must declare that it is made without collusion with any other person or entity submitting a proposal pursuant to this RFQ.

2. ANTICIPATED SCHEDULE

The schedule shown below is provided for general information purposes only. Specific dates have been estimated and may vary as circumstances change.

Advertise for RFQ	January 15, 2017, January 22, 2017
Submission Deadline - 2:00 P.M.	February 15, 2017
Selection Committee Evaluation Meeting	February 2017
Short List Notification for Oral Interviews	February 2017
Oral Interviews	February 2017
Award of Contract	March 2017

3. SUBMISSION OF PROPOSALS

An original (so marked) and ten (10) copies, to include the following shall be submitted for a proposing firm to be considered:

(TAB 1) **Title Page:** This section should minimally show the "Request for Qualifications" project title, project number, the name of the Applicant Firm, address, telephone number, name of contact person and date. The Title Page should also include a complete listing of all companies, if any, that form the Applicant Firm team and their principals.

(TAB 2) **Table of Contents:** The table of contents of the proposal should include a clear and complete identification of the materials submitted by section and page number.

(TAB 3) **Transmittal Letter:** A Transmittal and introduction letter should be included introducing the Company with the corporate name (if applicable), address and telephone number of principal office, number of years in business and size of staff. Include a reproduction of Corporate Charter Registration, if applicable.

This letter will summarize in a brief and concise manner that the Proposer understands the scope of the work to be performed, the commitment to perform the work within the anticipated time period, a statement why the firm believes itself to be best qualified to provide the services, and a statement that the proposal remains in effect for one-hundred and eighty (180) days and a statement acknowledging receipt of each addendum issued by the Town, if any. An authorized agent of the Proposer must sign the Letter of Transmittal indicating the agent's title or authority.

(TAB 4) **Firm Composition, Qualifications and Background:** This section should include the name and type of firm or organization (corporation, partnership, joint venture, etc.) that will serve as the Applicant Firm, and provide the name of the single-entity responsible for the Project. The history, ownership, organization, and background of the Applicant Firm shall be provided. If the Applicant Firm is a joint venture, the required information shall be submitted for each member of the joint venture firm. Details of the organizational structure of the joint venture shall be given. Include a general statement describing the types of services offered by the firm, location of main and branch offices, number of years in business and number of employees in each department and the location of the office from which this work will be performed.

The firm should demonstrate how it interacts with municipal clients and provides and exchanges information relative to the requirements.

The Applicant Firm should provide examples of projects similar to those stated in the scope of work or undergrounding of overhead utilities projects completed by the firm on behalf of municipal clients. The firm should include the number of undergrounding of overhead utilities projects completed over the last seven (7) years

List all completed and active projects that Vendor has managed within the past seven years. In addition, list all projected projects that Vendor will be working on in the near future. Projected projects will be defined as a project(s) that Vendor is awarded a contract but the Notice to Proceed has not been issued. Identify any projects that Vendor worked on concurrently. Describe Vendor's approach in managing these projects. Were there or will there be any challenges for any of the

listed projects? If so, describe how Vendor dealt or will deal with the projects' challenges.

Provide a list of at least five (5) client references for which the Applicant firm provides similar services to those outlined in this request for qualifications.

- a. Name and address of client.
- b. The nature of the firm's contract.
- c. The owner's representative's name, addresses, and phone number.
- d. Date contract started and ended.
- e. Scope or nature of contract
- f. Present status of the contract.

(TAB 5) **Staff Qualifications:** This section should present the general and specified project related capability of the staff and indicate the adequate depth and abilities of the organization which it can draw upon as needed. The staff qualifications of management, technical and support staff, should highlight their experience in undergrounding of overhead utilities or similar work both in the public and private sectors. It is the intent of the Town to insist that those indicated as the Project Team in this RFQ response actually execute the project. Applicant Firm hereby acknowledges that its key assigned employees, along with subcontractors and their key employees included in the RFQ, will be used as part of the basis for selecting Applicant Firm teams. Therefore, changes to Applicant Firms, including any sub-consultants and key employees, will not be allowed except as approved by the Town.

Include a brief resume of key persons to be assigned to the project including, but not limited to:

- a. Name and title
- b. Percentage of time to be assigned full time to this project.
- c. Number of years with this firm
- d. Number of years with other firms.
- e. Experience detailing types of projects and what was the specific project involvement.
- f. Education
- g. Active registration
- h. Other experience and qualifications that is relevant to this project.

(TAB 6) **Project Organization Chart:** A Project organization chart with the sub-consultants and individuals assigned to key project positions identified by name. Show the organization chart as it relates to this project indicating key personnel and their relationship. Attach evidence of licenses and certifications to perform the required services.

(TAB 7) **Sub-Consultants:** Provide names and experience of all sub-consultants to be used by the firm in relation to this project.

- (TAB 8) **Insurance Capability:** Provide a statement from the firm's insurance agency confirming total insurance capability of the firm.
- (TAB 9) **Approach to scope of services:** The firm should present their approach to accomplishing the strategies to be implemented in delivering the services outlined in the scope of service for the project.
- (TAB 10) **Variations/Exceptions:** Provide a list of services which are not included in the firm's proposal to the required services as outlined in the Scope of Services along with any exceptions or variations to any section of the proposal and explanation.
- (TAB 11) **Litigation Statement:** A statement that no litigation or regulatory action has been filed against your firm (s) in the last three (3) years shall be included in the proposal. If an action has been filed against your firm(s) within the last three years, state and describe the litigation or regulatory action filed against your firm and identify the court or agency before which the action was instituted, the applicable case or file number, and the status or disposition for such reported action. Describe all litigation (include the court and location) of any kind involving proposer or proposer's team members within the last five years.
- (TAB 12) **Financial Information:** The Town requires an indication of the resources and the necessary working capital available and how it will relate to the Applicant Firm's financial stability through the completion of the project, including bonding capacity for single project and aggregate if applicable. Include 3 years audited or reviewed financial statements, prepared by a C.P.A. including Contractor's latest balance sheet and income statement showing the following items:
1. Current assets, i.e., cash, joint venture account, accounts receivable, notes receivable, accrued income, deposits, materials inventory, and prepaid expenses.
 2. Net fixed assets.
 3. Other assets.
 4. Current liabilities, i.e., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries, and accrued payroll taxes.
 5. Other liabilities, i.e., capital, capital stock, authorized and outstanding shares par values, earned surplus, and retained earnings.
 6. Name of firm preparing financial statement and date thereof.
 7. A Dun and Bradstreet report with agreement to pay for additional reports may be required by the Town if the Proposer is selected as a finalist.

Any claim of confidentiality on financial statements should be asserted at the time of submittal. The financial statements should be submitted in a separate bound document labeled "Name of Firm, Attachment to Proposal Package, RFQ# - Confidential Matter." The firm must identify the specific statute that authorizes the exemption from the Public Records Law. Please note that the financial statement exemption provided for in Section 119.071(1) c, Florida Statutes only applies to submittals in response to a solicitation for a "public works" project. Failure to provide this information at the time of submittal may result in a recommendation by the

Purchasing Manager that the response is non-responsive.

- (TAB 13) **List of Professional References:** Provide a list of professional references (commercial or government) that the proposer has supplied services as described herein during the past 24 months. The Town may contact these firms in relation to Proposer's qualifications, financial stability, and experience.
- (TAB 14) **RFQ Forms:** This section should include completed and executed copies of the following forms: B-1 Proposal Page, B-2 Proposers Qualifications, B-3 References, B-4 Drug Free Workplace Certification, B-5 List of Proposed Subcontractors.

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**TOWN OF PALM BEACH
RFQ No. 2017-15
TOWN-WIDE OVERHEAD UTILITY UNDERGROUNDING
PHASE 1- SOUTH
Construction Manager at Risk Services**

OTHER CONTRACT REQUIREMENTS

I. SCHEDULED CONTROL SUBSYSTEM

- A. Master Project Schedule – Upon award of the Contract for GMP, the Construction Manager, shall submit a master project schedule utilizing the Primavera Bar Chart Format (PBC) or equivalent, and covering the planning and design completion approvals, construction and Town acceptance of the Project. This schedule will serve as the framework for the subsequent development of all detailed schedules. The master project schedule shall be updated monthly throughout the project.
- B. Within fourteen (14) days after the date of the Town's issuance of a Notice to Proceed, the Construction Manager shall prepare and submit to the Town's Project Manager for initial approval a CPM construction schedule in quadruplicate graphically depicting the activities contemplated to occur as a necessary incident to performance of the work required to complete the project, showing the sequence in which the Construction Manager proposes for each such activity to occur as necessary incident to performance of the work required to complete the project, showing the sequence in which the Construction Manager proposes for each such activity to occur and duration (dates of commencement and completion respectively) of each activity. Initial Approval for the purposes of this provision and any other provisions related to the Construction Manager's responsibility to prepare and submit schedules shall be limited to a determination that the activities, duration and logic are reasonable.

Failure of the Construction Manager to develop and submit a construction schedule as aforesaid shall be sufficient grounds for the Town to find the Construction Manager in material default and certify to the Town that sufficient cause exists to terminate the contract or to withhold any payment.

Following development and submittal of the construction schedule as aforesaid, the Construction Manager shall, at the end of each calendar month occurring thereafter during the period of time required to finally complete the subject project, or at such earlier intervals as circumstances may require, update and/or revise the construction schedule to show the actual progress of the work performed and the occurrence of all events which have affected the progress of performance of the work already performed or will affect the progress of the performance of the work yet to be performed in contrast with the planned progress of performance of such work, as depicted on the original construction schedule and all updates and/or revisions thereto as reflected in the updated and/or revised construction schedule last submitted prior to submittal of each such monthly update and revision. Each such update and/or revision to the construction schedule shall be submitted to the Town in quadruplicate. Failure of the Construction Manager to update, revise and submit the construction schedule as aforesaid shall be sufficient grounds for the Town to find the

Construction Manager in material default and certify that sufficient cause exists to terminate the Contract or to withhold payment to the Construction Manager until a schedule or schedule update acceptable to the Town is submitted.

- C. The Construction Manager shall prepare and incorporate into the schedule data base, at the required intervals, the following schedules:
 - (a) Pre-proposal Schedules (Subnetworks): The Construction Manager shall prepare a construction schedule for work encompassed in each proposal package. The schedule shall be sufficiently detailed as to be suitable for inclusion in the proposal package as a framework for contract completion by the successful proposer. It shall show the interrelationships between the work of the successful proposer and that of other Sub Contractors, and shall establish milestones keyed to the overall master schedule.
 - (b) Sub-Contractors Schedules (Subnetworks): Upon the award of each sub-contract, the Construction Manager shall jointly with the Sub-Contractor, develop a schedule which is more detailed than the pre-proposed schedule included in the specifications, taking into account the work schedule of the other Sub-Contractors. The construction schedule shall include as many activities as necessary to make the schedule an effective tool for construction planning and for monitoring the performance of the Sub-Contractor. The construction schedule shall also show pertinent activities for material purchase orders, manpower supply, shop drawing schedules and material delivery schedules.
 - (c) Submittal Review Schedule: The Construction Manager shall indicate appropriate dates by which the Project Manager and/or Engineer must notify the Construction Manager of the outcome of the review and any submittals in order to avoid an extension of the Contract Time, the failure of which will allow at least ten (10) days from receipt to respond to any submittal by Construction Manager.

II. COST CONTROL SUBSYSTEM

The operation of this subsystem shall provide sufficient timely date and detail to permit the Construction Team to control and adjust the project requirements, needs, materials, equipment and systems and the construction site elements so that construction will be completed at a cost which, together with all other project costs, will not exceed the maximum total project budget. Requirements of this subsystem include the following submissions at the following phases of the project:

- (a) Costs at Completion of less than 50% Construction Documents Phase For Each Item Or Proposal Package – Construction Manager as part of its bid has furnished or shall furnish its best costs for labor, materials and services required to complete scope of work pursuant to the existing design (with and without value-engineering) and the completed design.
- (b) Costs at Completion of 100% Construction Documents Phase For Each Item or Proposal Package

- (c) Guaranteed Maximum Price Costs – When the Construction Documents are sufficiently complete to establish the scope of work for the project or any portion thereof, Construction Manager shall prepare and submit a cost on the basis of an overall quantitative labor and material take-off.

III. PROJECT ACCOUNTING SUBSYSTEM

The operation of this subsystem shall enable the Construction Team to plan effectively and to monitor and control the funds available for the project, cash flow, change orders, payments and other major financial factors by comparison of budget, estimate, total commitment, amounts invoiced, and amounts payable. This subsystem will be produced and updated monthly and includes the following reports which together will serve as a basic accounting tool and an audit trail. This report will also provide for accounting by roadway block or link, structure and site elements.

- (a) Costs Status Report presenting the budget, estimate and base commitment (awarded contracts and purchase orders) for any given contract or budget line item. It shall show approved change orders for each contract which when added to the base commitment will become the total commitment. Pending change orders will also be shown to produce the total estimated probable cost to complete the work.
- (b) A Payment Status Report showing the value in place (both current and cumulative), the amount invoiced (both current and cumulative) the retainage, the amount payable (both current and cumulative), and the balance remaining. A summary of this report shall accompany each pay request.
- (c) A Detailed Status Report showing the complete activity history of each item in the project accounting structure. It shall include the budget, estimate and base commitment figures for each contract. It shall give the change order history including change order numbers, description, proposed and approved dates, and the proposed and approved dollar amounts. It shall also show all pending or rejected change orders.
- (d) A Cash Flow Diagram showing the projected accumulation of cash payments against the project. Cash flow projections shall be generated for anticipated monthly payments as well as cumulative payments.
- (e) A Job Ledger shall be maintained as necessary to supplement the operation of the project accounting subsystem. The job ledger will be used to provide construction costs accountability for general conditions work, on-site reimbursable expenses and costs requiring accounting needs.

IV. PROJECT MANUAL

1. Upon award of contract, the Construction Manager shall develop a draft Comprehensive Project Manual describing the services set forth in this Contract. This shall provide a plan for the control, direction, coordination and evaluation of work performed throughout the project organization including identification of key personnel, responsibilities of Construction Manager, Town Project Manager and Engineer; work flow diagrams; and

strategy for obtaining proposals for the work. The Project Manual shall be updated as necessary throughout the design, construction and Town acceptance. Five (5) copies of the Project Manual and any updates shall be submitted to the Town and Engineer. In developing the Project Manual, the Construction Manager shall coordinate with the Town and the Engineer.

2. Contents of Project Manual

The Project Manual shall describe in detail the procedures for executing the work and the organizations participating. The Project Manual shall include as a minimum the following sections:

- (a) Project Definition: The known characteristics of the project or subprojects shall be described in general terms which will provide the participants a basic understanding of the project or sub-projects.
- (b) Project Goals: The schedule, budget, physical, technical and other objectives for the project shall be defined.
- (c) Project Strategy: A narrative description of the project delivery methods shall be utilized to accomplish the goals.
- (d) Project Work Plan: A matrix display of the program of work to be performed by the Construction Manager, the Engineer and the Town during each phase of the Project.
- (e) Project Organization: A summary organization chart showing the interrelationships between the Town, the Construction Manager and the Engineer, and other supporting organizations and permitting review agencies. Detailed charts, one each for the Construction Manager, the Engineer, and Town showing organizational elements participating in the project shall be included.
- (f) Responsibility Performance Chart: A detailed matrix showing the specific responsibilities and interrelationships of the Town, the Engineer and Construction Manager. The Responsibility Performance Chart shall indicate major responsibility, and minor responsibility, for each specific task required to deliver the project. The Construction Manager shall develop a similar chart for the personnel within his own organization who are assigned to the Project, and also for the personnel of the Town and the Engineer from data supplied by each.
- (g) Flow Diagrams: These charts shall display the flow of information and the decision process for the review and approval of shop drawings and submittals, progress and change orders.
- (h) Written Procedures: The Construction Manager will provide written procedures for Communications and coordination required between Construction Team members throughout the project. Procedures shall cover such items as correspondence, minutes, reports, inspections, team meetings, technical reviews, design reviews, and other necessary communications.

V. DESIGN REVIEW AND RECOMMENDATIONS

1. Review and Recommendations for Value Engineering: Immediately after award of the Preconstruction Phase contract, the Construction Manager shall familiarize himself thoroughly with the evolving engineering, civil, electrical, communication, street lighting, water, sewer and drainage plans and specifications and shall participate in the development of remaining design from existing drawings furnished by the Town to Completed Drawings. The Construction Manager shall make recommendations with respect to value engineering of systems and materials, and will furnish cost reducing alternatives to assist the Engineer, and Town in evaluating alternative comparisons versus long term cost effects. The evaluation shall provide for any reasonable steps to allow for expedition of construction and early completion of the project. Pertinent information shall be provided as to the availability of materials and labor that will be required. The Construction Manager shall submit to the Town, Permitting Authority and Engineer such comments as may be appropriate concerning construction feasibility and practicality. Any apparent defects in the design, drawings and specifications or other documents shall be called to the Project Manager and the Engineer's attention. The Construction Manager shall prepare an estimate of the construction cost with value-engineering alternates utilizing the unit quantity survey method and making appropriate disclosure for items which may increase construction time but result in lower construction costs.
2. Review Reports and Warranty: Within ten (10) days after receiving the Construction Documents for each phase of the project, the Construction Manager shall perform a specific review thereof, focused upon factors of a nature encompassed on factors set out herein. Promptly after completion of the review, he shall submit to the Project Manager, with copies to the Engineer, a written report covering suggestions or recommendations previously submitted, additional suggestions or recommendations as he may deem appropriate, and all actions taken by the Engineer with respect to same, any comments he may deem to be appropriate with respect to separating the work into separate contracts, alternative materials, and all comments called for under the Design Review and Recommendations.
3. Long Lead Procurements: The Construction Manager shall review the design for the purpose of identifying long lead procurement items (machinery, equipment, materials and supplies). When each item is identified, the Construction Manager shall notify the Sub-Contractors, the Project Manager and the Engineer of the required procurement and schedule. Such information shall be included in the Proposal documents and made a part of all affected sub-contracts. As soon as the drawings are sufficiently complete for purposes of establishing the GMP, the Construction Manager shall prepare invitations for Proposals. The Construction Manager shall keep himself informed of the progress of the respective Sub-Contractors or suppliers, manufacturing or fabricating such items and advise Town Project Manager and Engineer of any problems or prospective delay in delivery.
4. Phased Construction Planning: The Construction Manager shall review the design with the Engineer and make the recommendations to the Town and to the Engineer with respect to dividing the work in such manner as will permit the Construction Manager to take proposals and award separate construction sub-contracts on the current schedule while the design is being completed.

5. Job-Site Facilities: The Construction Manager shall arrange for all job-site facilities necessary to enable the Construction Manager and the Town's representatives and the Engineer to perform their respective duties in the management, inspection and supervision of construction.

The Construction Manager is responsible for proper care and maintenance of all equipment while in his control. At the time of transfer to the Town, the Town may refuse acceptance of the project if the Town determines in its sole discretion that any equipment has not been properly cared for by the Construction Manager or that such acquisition would not otherwise be in the best interest of the Town.

6. Weather Protection: The Construction Manager shall ascertain what temporary enclosures, if any, of building areas should be provided for and may be provided as a practical matter, in order to assure orderly progress of the work in periods when extreme weather conditions are likely to be experienced. He shall submit to the Construction Team his recommendations as to needed requirements of this nature as to the contract or contracts in which they should be included.

VI. MARKET ANALYSIS AND STIMULATION OF PROPOSER INTEREST

The Construction Manager shall monitor conditions in the construction market to identify factors that will or may affect costs and time for completing the Project.

VII. PROJECT REQUIREMENTS:

1. The Construction Manager shall provide for each of the following activities as part of his Construction Phase fee:
 - a. Maintain a log of daily activities, including manpower records, weather delays, major decisions, etc.
 - b. Maintain a roster of companies on the project with names and telephone numbers of key personnel.
 - c. Establish and enforce job rules governing parking, clean-up, use of facilities and worker discipline.
 - d. Provide labor relations management for a harmonious, productive project.
 - e. Provide a safety program for the project to meet OSHA requirements. Monitor for Sub-Contractor compliance without relieving them of responsibilities to perform work in accordance with the best acceptable practice.
 - f. Provide a safety meeting with construction manager staff, subcontractor(s) staff, consultants and sub consultants and Project Manager prior to starting work on existing site.
2. The Construction Manager shall provide personnel and equipment or shall arrange for separate subcontractors to provide each of the following as a direct cost item:
 - a. Schedule the services of independent testing laboratories and provide the necessary testing of materials to ensure conformance to contract requirements.
 - b. The printing and distribution of all required proposal documents and shop drawings, including the sets required by the Permitting Authority's inspectors.

VIII. PROJECT ADMINISTRATION

The Construction Manager shall provide as part of his Construction Phase fee, administrative functions during construction to assure proper documentation, including but not limited to such things as the following:

- A. Job Meetings: Hold weekly progress and coordination meetings to provide for an easy flowing project. Implement procedures and assure timely submittals, expedite processing approvals and return of shop drawings, samples, etc. Coordinate and expedite critical ordering and delivery of materials, work sequences, inspection and testing, labor allocation, etc. Review and coordinate each Sub-Contractor's work. Review and implement revisions to the Schedule. Monitor and promote safety requirements.

In addition, regular project status meetings will be held between the Engineer, Town and Construction Manager either biweekly or monthly, whichever is designated by the Project Manager.

Use the job site meeting as a tool for preplanning of work and enforcing schedules and for procedures, responsibilities, and identification of authority for all to clearly understand.

Identify party or parties responsible for follow up on any problems, delay items or questions and record course for solution. Revisit each pending item at each subsequent meeting until resolution is achieved. Require all present to make any problems or delaying event known to those present for appropriate attention and resolution.

- B. Shop Drawing Submittals/ Approvals: Provide staff to check shop drawings and to implement procedure for submittal and transmittal to the Engineer of such drawings for action, and closely monitor their submittal and approval process.
- C. Material and Equipment Expediting: Provide staff to closely monitor material and equipment deliveries, to the affected Sub-Contractor for fabrication or revision. The Construction Manager shall maintain a suspense control system to promote expeditious handling. He shall request the Engineer to make interpretations of the drawings or specifications requested of him by the Sub-Contractors and shall maintain a suspense control system to promote timely response. He shall advise the Project Manager and Engineer when timely response is not occurring on any of the above.
- D. Payments to Sub-Contractors: Develop and implement a procedure for review, processing and payment of applications by Sub-Contractors for progress and final payments.
- E. Document Interpretation: Refer all questions for interpretation of the documents prepared by the Engineer to the Engineer and Project Manager.
- F. Reports and Project Site Documents: Record the progress of the project. Submit written progress reports to the Town and the Engineer including information on the Sub-Contractors work, and the percentage of completion. Keep a daily log available to the Town, the Engineer and the Permitting Authority inspectors.

- G. Sub-Contractor Progress: Prepare periodic punch lists for Sub-Contractors work including unsatisfactory or incomplete items and schedules for their completion.
- H. Substantial Completion: Ascertain when the work or designated portions thereof are ready for substantial completion inspection. From the list of incomplete or unsatisfactory items, prepare a schedule for their completion indicating completion dates for the Town's review. If the Construction Manager wishes the Engineer and Town to conduct a pre-substantial completion inspection in conjunction with his own forces, the Engineer will prepare the pre-substantial punch list from which the Construction Manager will develop a completion schedule. The Project Manager will issue a certificate of substantial completion when the work on his pre-substantial punch list has been accomplished.
- I. Final Completion: Monitor the Sub-Contractor's performance on the completion of the project and provide notice to the Town and Engineer that the work is ready for final inspection. Secure and transmit to the Town, through the Engineer, all required guarantees, affidavits releases, bonds and waivers, manuals, record drawings, and maintenance books including the Final Completion form.
- J. Start Up: With the Town's personnel direct the checkout of utilities, operations, systems and equipment for readiness and assist in their initial start-up and testing by the trade Sub-Contractors.
- K. Record Drawings:
 - (1) During the process of the work, the Construction Manager shall require all Contractors to record on their field sets of drawings the exact locations, as installed, of all conduit, pipe and facilities whether concealed or exposed.
 - (2) As-Built Drawings shall be required. Upon completion of the work, this data shall be recorded to scale utilizing the computer-aided design and drafting application (CADD). Two (2) sets of disk files will be furnished to the Construction Manager by the Engineer, but cost shall be borne by the Construction Manager. Each drawing shall be noted "As Built" and shall bear the date and name of the Sub-Contractors that performed the work. Where the work was installed exactly as shown on the contract drawings the sheets shall not be disturbed except as noted above.
 - (3) The Construction Manager shall review the completed As-Built drawings and ascertain that all data furnished on the drawings are accurate and truly represent the work as actually installed. When manholes, boxes, underground piping and conduits, inverters, transformers, switch cabinets, pull boxes, etc. are involved as part of the work, the Construction Manager shall furnish true elevations and locations, all properly referenced by using the original bench mark used for the design of this project. The disks shall be submitted to the Project Manager and Engineer when completed, together with two sets of blue-line prints for certification, at the time of final completion.



TOWN OF PALM BEACH
RFQ No. 2017-15
TOWN-WIDE OVERHEAD UTILITY UNDERGROUNDING
PHASE 1- SOUTH
Construction Manager at Risk Services

PART IV
EVALUATION OF PROPOSALS

1. EVALUATION AND AWARD

The Town will select proposals deemed most qualified based on the submittal criteria. The Selection Committee will rank those Proposers whose proposals are deemed most qualified.

The Town reserves the right to select the proposal which in the opinion and sole discretion of the Town will be in the best interest of and/or most advantageous to the Town. The Town reserves the right to waive any irregularities and technicalities and may at its discretion request re-submittal of proposals.

2. SELECTION PROCESS:

2.1 Interested Applicant Firms shall submit their qualifications and any other information required herein to the Town on or before the date and the time specified. A Selection Committee, consisting of Town personnel, will convene, review and discuss all proposals submitted. The Purchasing Manager or designee will chair the committee.

2.2 Proposer(s) selection and award of contract shall be done in accordance with the State of Florida CCNA (Consultants' Competitive Negotiation Act), and Town policies and procedures. A Selection Committee will review the submittals and select qualified Applicant Firm(s) for the projects based on the selection criteria detailed below. The Applicant Firms will be ranked on their submittals and selection criteria.

2.3 A short list of finalists may be established based upon the written submissions. Interviews may be conducted with the finalists. These interviews of the finalists may be used to identify the top-rated Respondent(s) utilizing the same evaluation criteria as described below. The finalists may be required to present their qualifications to the Selection Committee. After the short-list meeting, short listed firms will be notified of the desired interview. A copy of the interview materials (hard-copy, DVD, CD or a combination of both) should be given to the Purchasing Manager at the meeting to retain in the Purchasing files.

2.4 The Town is not bound to accept any Submittal Package to the RFQ or further proceed with the process if the Applicant Firms do not meet Town requirements and standards. Further, the Town reserves the right, at its sole discretion, to:

1. Accept or reject any and all submittals, in whole or in part;
2. Discuss different or additional terms to those included in this RFQ or received in any response;
3. Amend or modify any terms of this RFQ;
4. Reject this RFQ and issue a second RFQ;

5. Request clarification of the information submitted as part of the RFQ; and/or
6. Extend the date for receipt of RFQ's.

3. EVALUATION CRITERIA - The criteria and weights as shown herein shall be utilized in the evaluation of the proposals. The evaluation criteria will be based on Experience of Firm and Performance, Experience and Ability of Personnel, Workload and Scheduling, Volume of Work, Financial Information and Other Information. The Selection Committee will evaluate all responsive written proposals to determine which proposals best meet the needs of the Town, based on the evaluation criteria. It is expected that a contract will be executed between both parties for the services as may be necessary.

3.1 Volume of Previous Work

Points will be awarded based upon the percentage of past awards made by the Town. At the closing of the Request for Qualifications the total of all purchase orders issued (for the past three-year period) will be determined for each proposer. The highest proposer total will become the basis for evaluation point distribution.

The point distribution will be as follows:

Proposers whose past awards have totaled less than 5% of the basis will receive 5 points.
Proposers whose past awards have totaled over 5%, but less than 25% will receive 4 points.

Proposers whose past awards have totaled over 25%, but less than 50% will receive 3 points.

Proposers whose past awards have totaled over 50%, but less than 85% will receive 2 points.

Proposers whose past awards have totaled over 85% will receive 1 point.

4. FINAL SELECTION - The Selection Committee will submit the recommended award to the highest ranked Proposer (with all Proposers in ranked order) to the Town Council for final approval. The Town will select the firm that meet the best interests of the Town. The Town shall be the sole judge of its own best interests, the proposals, and the resulting negotiated agreement. The Town's decisions will be final. Upon Council authorization, contract negotiations will be initiated with the top ranked firm. If those negotiations are unsuccessful, the Town will formally terminate negotiations with that firm and will commence contract negotiations with the next highest ranked firm, etc. Upon successful contract negotiations with the prevailing firm, the remaining firms will be notified that the process has been completed and that they were not selected.

5. CONTRACT - The selected Proposer will be expected to enter into a formal agreement at the time of contract award. The selected Proposer will also be expected to submit a scope of services for the purpose of entering into a formal contract. Scope of services and pricing shall be negotiated and decided prior to award of contract and become part of the contract document at award.



(B-1)

**RFQ No. 2017-15
TOWN-WIDE OVERHEAD UTILITY UNDERGROUNDING
PHASE 1- SOUTH
Construction Manager at Risk Services**

PROPOSAL SUBMISSION FORM

The undersigned Proposer hereby declares that:

1. This Proposal is made in good faith, without collusion or fraud and is fair and competitive in all respects.
2. The Proposer has carefully and to his full satisfaction understands the Scope of Work, Special Terms, General Conditions, technical specifications, certificate of insurance, and form of bonds, if applicable, and Proposer has read all issued addenda issued.
3. Proposer has made a full examination of the site and is familiar with the site conditions that may impact its performance.
4. Upon receipt of a Notice of Intent to Award the Construction Phase contract, the Proposer shall commence obtaining a Performance Bond, Labor and Material Payment Bond, immediately after receiving the Notice of Intent to Award; as such documents will be required prior to execution of a Contract.
5. Proposer understands that the contract time starts on the date of the Notice to Proceed.
6. Proposer furthermore agrees that, in case of failure on his part to execute a Contract and provide all required documents within ten (10) calendar days of receipt of the Contract for execution, unless otherwise extended by the Town, the Town may withdraw the offer and contract with another Proposer and the check, bond, or other security accompanying his Proposal and the money payable thereon, shall become the property of the Town, by forfeit as agreed and liquidated damages.
7. Final completion for construction phase work shall be determined at time of GMP contract.
8. Liquidated damages for construction delay are agreed to be \$500 per calendar day.
9. Proposer shall be responsible for all plan review fees and for all permitting fees and utility service connection fees including those obtained through the Town of Palm Beach Planning, Zoning and Building Department, if any.
10. All debris is to be legally disposed of at a licensed disposal site in accordance with town, state and federal standards.
11. The following officer, director or agent of the Proposer is also an employee of the Town of Palm Beach, if any:

Name

Address

12. The following employee(s) of the Town of Palm Beach, if any, hold either directly or indirectly, an interest in Proposer firm or its affiliates or subsidiaries:

Name

Address

Acknowledgement is hereby made of the following Addenda received since issuance of this Request for proposals:

Addendum No. _____ Dated: _____

The hereby undersigned representative submits this proposal and certifies that they are an authorized representative of the Proposer who may legally bind the Proposer:

Date: _____

***SIGNATURE:** _____

Name: _____ **Title:** _____

Printed

Company: _____ **Address:** _____

Legally registered name

City: _____ **State:** _____ **Zip:** _____

Telephone No: _____ **Fax No:** _____ **Federal ID No:** _____

Name of Contact Person: _____

Address: _____

Phone Number: _____ **Fax Number:** _____

Email Address: _____

DUN Number: _____

****Failure to affix signature may result in disqualification of proposal.***



(B-2)

RFQ No. 2017-15
TOWN-WIDE OVERHEAD UTILITY UNDERGROUNDING
PHASE 1- SOUTH
Construction Manager at Risk Services

PROPOSERS QUALIFICATIONS

Each proposer must complete the following information and submit with their RFQ in order for the proposal to be considered:

- 1. Legal Name and Address:**

Name: _____

Address: _____

City, State, Zip: _____ Phone/Fax: _____

2. Check One: Corporation () Partnership () Individual ()

3. If Corporation, state: Date of Incorporation: _____ State in which Incorporated: _____

4. If an out-of-state Corporation, currently authorized to do business in Florida, give date of such authorization: _____

5. Name and Title of Principal Officers Date Elected:

5. Name and Title of Principal Officers Date Elected:

6. The Vendor's length of time in business: _____ years

7. The Vendor's length of time (continuous) in business as a service organization in Florida: _____ years

8. All bidders must disclose with their bid the name of any officer, director or agent who is also an employee of the Town. Further, all bidders must disclose the name of any Town employee who owns, directly or indirectly, an interest in the bidder's firm or any of its branches.

Name _____ Percentage of Interest: _____

9. A copy of County and/or Municipal Tax Receipt (Occupational License) in the area of their fixed business location.

10. A current, signed copy of your firm's IRS form W-9.

Note: Information requested herein and submitted by the Proposers will be analyzed by the Town and will be a factor considered in awarding any resulting contract. If there are any terms and/or conditions that are in conflict, the most stringent requirement shall apply.



RFQ No. 2017-15
TOWN-WIDE OVERHEAD UTILITY UNDERGROUNDING
PHASE 1- SOUTH
Construction Manager at Risk Services

(B-3)

REFERENCES

The following is a list of current and pertinent professional references that the Town can contact in relation to Proposer's qualifications, financial stability, and experience. Failure to furnish this information may be grounds for rejection of the proposal.

1. Name and Address of Firm, City, County, or Agency	Scope of Work:	
	Date(s):	
	Amount:	
	Contact:	
	Telephone No:	
For Town Use Only: Comments: Reference Verified: Yes <input type="checkbox"/> No <input type="checkbox"/>		

2. Name and Address of Firm, City, County, or Agency	Scope of Work:	
	Date(s):	
	Amount:	
	Contact:	
	Telephone No:	
For Town Use Only: Comments: Reference Verified: Yes <input type="checkbox"/> No <input type="checkbox"/>		

3. Name and Address of Firm, City, County, or Agency	Scope of Work:	
	Date(s):	
	Amount:	
	Contact:	
	Telephone No:	
For Town Use Only: Comments: Reference Verified: Yes <input type="checkbox"/> No <input type="checkbox"/>		

4. Name and Address of Firm, City, County, or Agency	Scope of Work:	
	Date(s):	
	Amount:	
	Contact:	
	Telephone No:	
For Town Use Only: Comments: Reference Verified: Yes <input type="checkbox"/> No <input type="checkbox"/>		

5. Name and Address of Firm, City, County, or Agency	Scope of Work:	
	Date(s):	
	Amount:	
	Contact:	
	Telephone No:	
For Town Use Only: Comments: Reference Verified: Yes <input type="checkbox"/> No <input type="checkbox"/>		

Company Name: _____



RFQ No. 2017-15
**TOWN-WIDE OVERHEAD UTILITY UNDERGROUNDING
PHASE 1- SOUTH
Construction Manager at Risk Services**

(B-4)

DRUG-FREE WORK PLACE CERTIFICATION

Whenever two (2) or more bids/proposals, which are equal with respect to price, quality, and service, are received by the Town of Palm Beach for the procurement of commodities or contractual services, a bid/proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of controlled substances is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in number (1).
4. In the statement specified in number (1), notify the employees that as a condition for working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction on or plea of guilty or nolo contendere to any violation of Chapter 893, Florida Statutes or of any controlled substance law of the United States or any singular state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

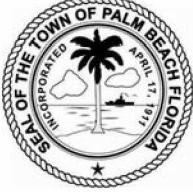
**This Certification is submitted by _____ the
(Individual's Name)**

**_____ of _____
(Title/Position with Company/Vendor) (Name of Company/Vendor)**

Who does hereby certify that said Company/Vendor has implemented a drug-free workplace program, which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.

Date

Signature



(B-5)

TOWN OF PALM BEACH
RFQ No. 2017-15
TOWN-WIDE OVERHEAD UTILITY UNDERGROUNDING
PHASE 1- SOUTH
Construction Manager at Risk Services

LIST OF PROPOSED SUBCONTRACTORS

The undersigned Proposer hereby designates, as follows, all major subcontractors whom they propose to utilize for the major areas of work for the project. The bidder is further notified that all subcontractors shall be properly licensed, bondable and shall be required to furnish the Town with a Certificate of Insurance in accordance with the contract general conditions. Failure to furnish this information shall be grounds for rejection of the bidder's proposal. (If no subcontractors are proposed, state "None" on first line below.)

Name and Address of Subcontractor	Scope of Work	License #
1.		
2.		
3.		
4.		
5.		

Signature and Date _____

Title/Company _____



RFQ No. 2017-15
TOWN-WIDE OVERHEAD UTILITY UNDERGROUNDING
PHASE 1- SOUTH
Construction Manager at Risk Services

EVALUATION CRITERIA

Criteria	Weight
<u>Experience of Firm / Past Performance</u> <ul style="list-style-type: none">• Company Credentials including experience• Current Projects• Schedule/Budget Compliance• Client references• Completed undergrounding of overhead utilities projects• Experience in construction and coordination of undergrounding of overhead utilities; municipal and private facilities	30%
<u>Experience/Ability of Personnel</u> <ul style="list-style-type: none">• Organizational Chart• Management's Credentials including experience• Project Personnel Credentials including experience	25%
<u>Scope of Work, Workload and Scheduling</u> <ul style="list-style-type: none">• Over-all workload of the company• Project scheduling ability/timely completion of work• Schedule will accommodate this project• Applicability of the services offered• Technical soundness of the proposal• Meeting the Town's operational requirements• Approach to project and understanding of the Town's needs	20%
<u>Financial Information</u> <ul style="list-style-type: none">• Annual Report submitted and determined adequate by Town• Financial resources and capabilities• Financial Statement certified by a CPA	15%
<u>Volume of Work</u>	5%
<u>Other</u> <ul style="list-style-type: none">• Overall completeness, clarity and quality of proposal• Disputes, litigation and Resolutions• Experience with local conditions• Bonding and Insurance	5%

TITLE PAGE

Request for Qualifications

Project Title:

**Town-Wide Overhead Utility Undergrounding Phase 1 - South
Construction Manager at Risk**

Project Number:

RFQ No. 2017-15

Applicant Firm:

The Whiting-Turner Contracting Company

Address:

**1901 W. Cypress Creek Road, Suite 101
Fort Lauderdale, FL 33309**

Phone:

954-776-0800

Contact Person:

Frank Zaremba

Date:

February 15, 2017



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G. W. C. WHITING
(1883-1974)

WILLARD HACKERMAN
(1918-2014)

TIMOTHY J. REGAN
PRESIDENT AND CEO

FOUNDED 1909

THE WHITING-TURNER CONTRACTING COMPANY

ENGINEERS AND CONTRACTORS

CONSTRUCTION MANAGEMENT

GENERAL CONTRACTING

DESIGN-BUILD

SPECIALTY CONTRACTING

PRECONSTRUCTION

BUILDING INFORMATION MODELING

INTEGRATED PROJECT DELIVERY

1901 WEST CYPRESS CREEK ROAD, SUITE 101

FORT LAUDERDALE, FLORIDA 33309

954-776-0800

INSTITUTIONAL

COMMERCIAL

CORPORATE

TECHNOLOGY

INDUSTRIAL/PROCESS

INFRASTRUCTURE

SUSTAINABILITY

February 15, 2017

Town of Palm Beach
Ms. Adis Pedraza, Purchasing Manager
951 Old Okeechobee Road
Town of Palm Beach, FL 33401

RE: Town-Wide Overhead Utility Undergrounding Phase 1

Dear Ms. Pedraza,

The development of this monumental undertaking has been followed for well over a year by our locally based team, and we are excited to offer you Whiting-Turner's depth of resources as a contribution toward this project's successful implementation. This RFQ response is based on a thorough review of the documents provided by the Town, including addendum no. 1, and we will honor our proposal for the requested 180 day period. Within the pages that follow we have thoughtfully presented our qualifications to manage the construction of the Town-Wide Overhead Utility Undergrounding Phase 1 project. We would be honored to be selected as your Construction Manager, and we will make this project successful through our:

Qualifications. Whiting-Turner is founded on the core values of integrity, excellence, experience and leadership. Performing a majority of our work for repeat clientele under a Construction Management at Risk (CMAR) approach, Whiting-Turner is recognized as a national leader in CMAR (ranked 8th in volume of work by Engineering News Record) and as such, we are familiar with the latest scheduling, cost control and project management software and techniques. Celebrating 109 years of construction excellence, and employing over 2,750 construction professionals, Whiting-Turner has the capability to manage the challenges of this project.

The core team that we have proposed for this project are long time employees who have worked together for many years; this team is supported by the balance of Whiting-Turner's resources, which include an electrical support group that routinely assists project groups with complex electrical components such as electrical substations, large data centers, solar panel farms and the like.

Although the majority of our projects are awarded under a CMAR agreement, the procedures from our proven success competitively bidding local streetscape and utility projects, often with an undergrounding of overhead utilities component, can provide you with peace of mind that the pricing we provide to you from the subcontractor community will be competitive, affording the Town true value.

THE WHITING-TURNER CONTRACTING COMPANY

Town of Palm Beach
February 15, 2017
Page 2

Knowledge of the Town and Local Conditions. With our established South Florida office of over 60 construction professionals, we have accumulated a wealth of relevant knowledge and experience, for example, our proposed team has completed an abundance of local streetscape and utility projects, which often included an undergrounding of overhead utilities component, such as: the Town of Palm Beach's North Flagler Drive and 23rd Street Force Main Improvements (CMAR project), the Town of Palm Beach North Lake Way and Laurian Lane Infrastructure Improvements (competitively bid project), and Emergency Water Main Repairs at the Town's prestigious Everglades Club (performed directly for the Town's potable water supplier).

Financial Capability. Whiting-Turner proudly enjoys a 5A-1 Dun & Bradstreet Rating – the only top 25 Engineering News Record domestic builder with this highest rating –as well as a \$4 billion bonding capacity.

Safety. The elimination of accidents related to Whiting-Turner operations is among our greatest responsibilities. We will develop a project specific safety program that addresses the hazards and risks inherent in public right-of-ways as well as those related to working on private resident owned properties.

Commitment. Undergrounding of the Town's overhead utilities will be a public undertaking requiring consistent focus for years to come. Although we recognize that this RFQ is for Phase 1 only, the proven track record of Whiting-Turner over the past century, as well as that of our local proposed team across the past two decades, can provide you with a genuine level of comfort in our commitment to this project for the long run. The professionalism of the team that you select for this important initial phase of the effort will set the tone for the balance of the project and the perception of the community.

Our principal South Florida office with the address and telephone number included above on our company letterhead, has been established for over 43 years. Our dedicated local staff has developed an outstanding working relationship with members of your design team, having completed over a dozen projects with Kimley-Horn/ Mock-Roos during a span of nearly two decades

With the selection of Whiting-Turner, you can be assured that our highly qualified team will be dedicated to completing your vision for the Town's Undergrounding Project. As Whiting-Turner's Division Vice President for South Florida, I am excited about the team that we have assembled. I thank you very much for the consideration of our proposal, and I look forward to our team working together with you on this very important project.

Very truly yours,
THE WHITING-TURNER CONTRACTING COMPANY

Robert H. Mitchell
Division Vice President



TOWN OF PALM BEACH
RFQ No. 2017-15

**TOWN-WIDE OVERHEAD UTILITY UNDERGROUNDING
PHASE 1 – SOUTH**

Addendum No. 1

February 7, 2017

This addendum shall modify and become a part of the original solicitation.

To all prospective bidders, please note the following changes and clarifications:

Words in strikethrough type are deletions from existing text. Words in **bold underlined** type are additions to existing text.

1. The Proposal response date remains unchanged and is **February 15, 2017 at 2 p.m.**

2. Refer to **PART I, PROPOSAL TERMS AND CONDITIONS:**

2.1 Refer to **Paragraph 1-7 CONTRACT AWARDS:** The Town is currently soliciting two separate solicitations for Overhead Utility Undergrounding Construction Manager at Risk Services: RFQ 2017-14 (North) and RFQ 2017-15 (South). It is the Town's intent to award these Contracts to separate firms to ensure work can be managed to meet budget and schedule of the projects due to the scale of project and distance between project. However, per Paragraph 1-7, "The Town reserves the right to accept or reject any or all proposals...or to accept the proposal...[that] best serves the interest of the Town."

2.2 A new **Paragraph 1-34** is added:

"1-34 AVAILABILITY OF FUNDS: The obligations of the Town under any award of the Contract to a successful bidder are subject to the availability of funds lawfully appropriated for its purpose by the Town."

3. Refer to **PART II, NATURE OF SERVICES:**

3.1 Refer to **Paragraph 2 SCOPE OF WORK: Construction Phase: Item c. is hereby revised:**

"c. Should the Construction Manager desire to self-perform any of the portions of the Work, this intention must be clearly conveyed to the Owner prior to the receipt of any other bids for the same scope of work. The Construction Manager shall not self-perform more than 1025% of the Work."

The following questions or requests for clarification were received by the Purchasing Division at

the pre-proposal meeting and/or via written Request for Information prior to the deadline for questions and are answered below in **bold text**:

RFI 1: What is the cost estimate/budget?
A1: **We do not have a budget at this time.**

RFI 2: Are there any union requirements?
A2: **There are no union requirements.**

Any questions concerning this document should be addressed to the undersigned Assistant Purchasing Manager via facsimile to (561) 835-4688 or e-mail to:
itriestman@townofpalmbeach.com

Ilyse Triestman, CPPO, CPPB, FCCN
Assistant Purchasing Manager

All Proposers shall acknowledge receipt of this addendum by annotating the Proposal signature page with the addendum number, completing the following section and returning with the Proposal Documents to verify receipt.

Company Name: The Whiting-Turner Contracting Company

1901 W. Cypress Creek Road, Suite 101

Address:

Fort Lauderdale, FL 33309

City, State, and Zip Code:

Robert H. Mitchell
Authorized Signature:

Robert H. Mitchell, Division Vice President

Print Name and Title:

Telephone: 954-776-0800

Date: February 15, 2017

*State of Florida
Department of State*

I certify from the records of this office that WHITING-TURNER CONTRACTING COMPANY THE is a Maryland corporation authorized to transact business in the State of Florida, qualified on May 8, 1961.

The document number of this corporation is 815261.

I further certify that said corporation has paid all fees due this office through December 31, 2017, that its most recent annual report/uniform business report was filed on January 9, 2017, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Ninth day of January, 2017*



Ken Detzner
Secretary of State

Tracking Number: CC6840732583

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

4 FIRM COMPOSITION

Firm History:



Whiting

The Whiting-Turner Contracting Company was founded in 1909 by George William Carlyle Whiting and LeBaron Turner. Whiting, a native of Baltimore, attended The Johns Hopkins University for his first two years of college and then completed his studies at the Massachusetts Institute of Technology (MIT), where he received a bachelor's degree in civil engineering.

He returned to Baltimore where, four years later, he created the vision for Whiting-Turner with his good friend and classmate at MIT, LeBaron Turner. It is interesting to note that Turner never actually worked for the company, fearing the loss of their friendship. In keeping the name, Whiting demonstrated the loyalty that to this day is a core value of the firm.

In reviewing Whiting-Turner's past, three important concepts become apparent. First, a value system based on integrity and customer dedication. Next, employing engineers to run the company. And finally, a history of growth and development led by its young people. This is a company that has been driven from the bottom up.



Hackerman

In 1938, Whiting hired as a timekeeper a brilliant, 19-year-old, civil engineering graduate of Johns Hopkins by the name of Willard Hackerman. Needless to say, he did not last in that position very long. In 1955, Hackerman was made president of Whiting-Turner - only the second president in the company's history.



Regan

Upon Hackerman's passing in 2014, Timothy Regan, a graduate engineer of the University of Maryland who joined the firm in 1980, was named president. In reference to his mentor, Regan states, "Every one of us has spent our entire Whiting-Turner career under the steady and inspirational leadership of Mr. Hackerman."

Mission

The mission of Whiting-Turner is to build on our reputation for integrity, excellence, experience and leadership as the nation's finest construction organization by:

- Continuously improving the quality of our work and services
- Constantly striving to exceed each client's expectations
- Maintaining our dedication to the highest moral principles
- Providing our people with a challenging, secure and safe environment in which to achieve personal career goals

Financial Strength

- 5A-1 Dun & Bradstreet rating (only top 25 ENR domestic builder)
- Financially independent - no money borrowed since 1938
- \$4 billion bonding capacity
- Excellent insurance coverage

Rankings

Engineering News Record South East

- Ranked 3rd in South East Top Contracting Firms
- Ranked 5th in General Building
- Ranked 8th in Green Contractors
- Ranked 9th in CM at-Risk Firms

Building Design & Construction

- Ranked 7th in Green Contractors
- Ranked 2nd in Giants 300 Contractors

Organization

- 2,800+ construction professionals nationwide
- Decentralized structure promotes enthusiasm and accountability
- Personnel cross-trained in all construction systems and services
- Project teams supported by specialized corporate services:
 - Building Information Modeling (BIM) and Virtual Design and Construction (VDC)
 - Mechanical and electrical
 - Cost engineering and scheduling
 - Safety

4 FIRM COMPOSITION

Nationwide Offices

Whiting-Turner is headquartered in Baltimore and has 30 offices nationwide, giving us the resources and ability to service nationally and to build locally. This project will be directly managed from our local South Florida office providing you with a local focus and strong market knowledge to better ensure project success.

Florida Background:

- Established in Florida 1974
- Three offices from Central to South Florida
 - Fort Lauderdale
 - Orlando
 - Tampa
- 180 professionals
- Diverse markets including infrastructure/utilities, parks and recreation, office, research laboratories, pharmaceutical, life sciences, senior living, healthcare, higher education, retail, theme park, residential, and aviation.

Florida Staffing Resources:

Description	Office Location			
	Florida Total	Fort Lauderdale	Orlando	Tampa
Division Vice Presidents	2	1	1	0
Vice Presidents	4	1	2	1
Project Managers	50	19	22	9
Asst. Project Managers	13	4	2	7
Project Engineers	40	13	15	12
Field Engineers	14	4	5	5
Superintendents	47	16	21	10
Administrative	10	4	4	2
Total	180	62	72	46

Please refer to Tab 9 for a detailed discussion regarding Whiting-Turner's approach in managing these projects as well as how Whiting-Turner interacts with municipal clients.

In the interest of brevity, we have listed all active and completed projects managed out of our South Florida office within the past seven years below:

- 4955 Master Plan Phase 1
- 787 Structures Training Expansion
- AMC Coral Ridge 10
- AMC Sunrise 8
- AMC Tamiami 18
- AMC Weston 8
- American Airlines Rebranding - FLL
- American Airlines Rebranding - PBI
- American Airlines SYS Airport Space Restructuring General Construction for Southeast Region
- Biotest Materials Handling Expansion
- Boca Town Center - EIFS Repair
- Brickell CitiCentre Precon
- Broadmoor Neighbor Hood Improvements - Annual Contract for Utility Construction Services
- Broward Mall Theater & Renovation
- BWI Concourse B - BHS Expansion - Feasibility Study
- Cambridge Innovation Center @ UMLSTP
- Carrabba's Italian Grill, Space #318
- CCF - Meridian - Misc Projects
- City of Coral Springs Downtown Infrastructure Improvements
- CMAR Continuing Services
- Coral Springs Capital Project
- CRbH - Hollywood
- CRbH AL West Wing - Hollywood
- CRbH Hollywood MS Wing Renovation
- Croton Way Improvements Phase I Water & Sewer
- Delta Sky Club Partial Renovation - PBI Airport
- Devonshire Re-imaging Phase 2
- Dolphin Mall ADA Improvements
- Dolphin Mall Cheesecake Factory Electrical Service Upgrade
- Dolphin Mall H and M Tenant Shell
- Dolphin Mall PF Chang's Pad Prep
- Dolphin Mall Renovations
- Dolphin Mall Renovations - Precon
- Dolphin Mall Restaurant, Parking Expansion, Parking Deck, and Ramblas Renovation
- ECR-Effluent Piping and Valve Improvements Phase 2
- ECRWTF WAS Valve and Clarifier Gate Replacements
- ECRWWTF - Wellfield Valve System Improvements
- ECRWWTF AWT Pipe
- Emergency Repair at the ECRWWTF on 42" SS Hot Air Pipe
- Everglades Club Emergency Water Main Repairs
- Expansion and Renovation at Boca Town Center
- Finished Water Mixing and Metering
- Fire Innovation and Test Center
- Flight Services Interior Renovation Phase 2
- FLL Terminal 1 In-Line BHS
- FLL Terminal 3 Baggage Inspection System/ Baggage Handling System Project
- Florida Mall - Interior Renovation
- Forever 21 @ Town Center at Boca Raton
- FPL - RCA Access Building
- Furnish and Install EZ Valves & Other Valve Improvements
- Galleria Ext. Wall Repair
- Galleria Mall Sanitary Sewer Repairs
- Glatt 1 Relocation & PSP Facility
- Glatt 30 Installation
- Hamilton Place Apartments Renovation
- Hibiscus Street 12" Water Main Installation
- Irving Cypen Tower
- JCPenney # 1956 Renovation - Plantation, FL
- JCPenney # 2159 Renovation - Boynton Beach, FL
- JCPenney Entrances store # 2456
- Longeveron Tenant Fit-out @ UMLSTP
- Lourdes-Noreen McKeen Residence Renovation
- Marina West Data Center Expansion
- Miami Densification
- MLK Streetscape & Roadway Improvements Phase 1
- MLK Watermain Phase I Improvements

- MorseLife Palm Beach PACE
- MUVICO - Hialeah Renovation
- Neiman Marcus Bal Harbour - Preconstruction
- Nordstrom's Valet and Sidewalk Modification
- North Flagler Drive Force Main and 23rd Street & Currie Park Force Main Improvements
- North Lake Way and Laurian Lane Infrastructure Improvements
- Northwood Rail Connection Utility Relocation
- Office Renovation for Seasons Healthcare Management
- Parking Lot Addition
- Patient Shelter @ UMLSTP
- PBIA BHS Improvements
- PBIA JetBlue Ramp Office Renovations
- Pedestrian Connector Bridge
- Pompano Beach Fishing Pier Precon
- QC Elemental Testing Lab at Bldg 4955
- R&D Manufacturing Upgrades @ 4955
- Refresh & Expansion of the Delta Sky Club at RDU
- Rehabilitate 19 Utility Valves
- Repairs
- Sawgrass Mills Colonnade Retail
- Sawgrass Mills Garage & Expansion
- Sawgrass Mills Lot O
- Sawgrass Mills Mall Storm Drainage
- Sawgrass Oasis - Consulting
- Seasons Hospice @ MJHS
- Short Term Rehab. & Renovations
- Southwest Airlines - ATL Cargo
- Southwest Airlines - New Station
- Sunglass Hut HVAC Modifications
- Sunglass Hut Store #3271
- Surface Water Transfer Pump - Haverhill & M-Canal
- Tamarind Ave & Grant Street Emergency WM Repairs
- Temporary Pump Station at C-17
- The Falls Paver and Lighting Renovation
- The Mall at Green Hills - Expansion
- The Mall at Green Hills - Expansion Pre Con
- The Mall at Green Hills - RH Pad Redevelopment
- The Tower at The Tradition II
- Toppel Building Renovation
- Training & Flight Services Interior Building Modifications
- Trina Health @ UMLSTP
- UM - BioNIUM
- UM Life Science & Technology Park
- UM Life Science Park
- UM Pathology - 4th Floor @ UMLSTP
- UMLSTP - Balan's Restaurant
- UMLSTP - Community Blood Center
- UMLSTP - Glycom
- UMLSTP - Parking Lot Extension
- UMLSTP - Pathology
- UMLSTP - Quantum Fitness
- UMLSTP - Thea's Restaurant
- UMLSTP - Tissue Bank
- UMLSTP - UM Innovation
- University of Miami Life Science Park Demolition
- Water Treatment Plant - FPL Evernia Substation Feed
- Water Treatment Plant Access Driveway
- Watson - Data Center Mechanical Room Modifications
- Watson 4955 Sewer Meter Installation
- Watson-Weston Laboratory Expansion
- West Palm Beach Water Treatment Plant 36 Valves and Piping Improvements
- Whiting-Turner Fort Lauderdale Office Renovation

Regarding projected projects, the South Florida office has no projects that have been awarded a contract, but the notice to proceed has not been issued.

4 EXPERIENCE

Whiting-Turner has had the pleasure of working with the Town of Palm Beach on the N. Flagler Drive 23rd Street & Currie Park Force Main Improvements, as well as the N. Lake and Laurian Infrastructure Improvements Projects, and we have completed countless projects with government organizations under a CMAR agreement. We also have an established history of completing successful projects with the design team engineers – Kimley-Horn & Mock-Roos. With over \$2 billion dollars of CMAR projects completed this past year, Whiting-Turner is well versed in working as the CMAR with municipalities. A summary sample of municipal clients is included below:

- Town of Palm Beach
- Pompano Beach
- Coral Springs
- Palm Beach County
- Baltimore City
- City of Alexandria
- City of Las Vegas
- City of Yonkers
- Clark County
- Commonwealth of Massachusetts
- Dauphin County
- Department of Environmental Protection (DEP)
- Department of Homeland Security (DHS)
- Durham County
- General Services Administration (GSA)
- New Castle City
- San Diego County
- Shelby County
- United States Department of Agriculture (USDA)



Hardened FPL Utility Poles at the Martin Luther King Blvd. Streetscape Project, Pompano Beach, FL

The Whiting-Turner team offers the Town of Palm Beach broad experience in municipal utility projects, many of which include conversion of existing overhead utilities, underground utility work, coordination with the Town's utility providers (FPL, FPU, Comcast, and West Palm), storm water system improvements, street lighting, paving & grading, landscaping, community outreach, maintenance of traffic and share other project similarities to the Town's Undergrounding project.

The history of our proposed team working together extends over a decade, and for this reason we have included a number of relevant project sheets extending beyond the requested 7 years. Additionally, our team has realized success both in a CMAR environment, as well as in competitive bid situations, and as such, we have included relevant projects completed under a general contract as well.

The Infrastructure at CityPlace, including the undergrounding of all overhead utilities, was completed along with the vertical construction in 20 months from the time the first shovel entered the ground, until the grand opening.



4 CLIENT REFERENCES

Don't take our word for it, ask our customers:



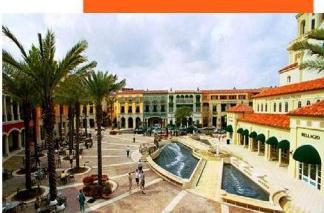
Client Name: Town of Palm Beach
Address: 951 Okeechobee Road, West Palm Beach, FL 33401
Nature of Contract: General Contract - North Lake Way & Laurian Lane Infrastructure Improvements
Owners Rep: Mr. Michael Roach, Phone: 561-838-5440
Contract Start - End Date: July 2011 - December 2011
Present Status of Contract: Complete



Client Name: Town of Palm Beach
Address: 951 Okeechobee Road, West Palm Beach, FL 33401
Nature of Contract: CMAR - North Flagler Drive Force main and 23rd Street & Currie Park Force Main Improvements
Owners Rep: Mr. Charles Langley, Phone: 561- 307-1920
Contract Start - End Date: November 2014 - November 2015
Present Status of Contract: Complete



Client Name: City of West Palm Beach
Address: 401 Clematis Street, 2nd Floor, West Palm Beach, FL 33401
Nature of Contract: General Contract - Broadmoor Neighborhood Improvements
Owners Rep: Mr. Ed Mitchell, *formerly with the City of West Palm Beach*, currently Senior Vice President, US Water Services Corporation
Phone: 772-848-8292
Contract Start - End Date: February 2009 - December 2010
Present Status of Contract: Complete



Client Name: CityPlace Partners / Palladium
Address: 625 Madison Avenue, New York, NY 10011
Nature of Contract: CMAR
Owners Rep: Mr. Bernard "Bud" Barton, Sr. Vice President (formerly with CityPlace Partners/ Palladium) P: (203) 219-0434
Contract Start - End Date: February 1999 - October 2000
Present Status of Contract: Complete



Client Name: NAVFAC
Address: Mid-Atlantic
Nature of Contract: General Contract
Owners Rep: Mr. Thomas Bilinski, Facilities Manager, Naval Surface Warfare Center – Carderock Division, Phone: 215-897-1920
Contract Start - End Date: June 2009 - January 2012
Present Status of Contract: Complete



Client Name: Pompano Beach CRA
Address: 100 W. Atlantic Blvd., 2nd Floor, Suite 276, Pompano Beach, FL 33060
Nature of Contract: CMAR - MLK Blvd. Watermain & Streetscape Improvements
Owners Rep: Mr. Horacio Danovich, CIP Engineer, City of Pompano Beach, Phone: 954-786-7834
Contract Start - End Date: April 2013 - June 2015
Present Status of Contract: Complete



Client Name: City of Coral Springs CRA
Address: 9551 West Sample Road, Coral Springs, FL 33065
Nature of Contract: CMAR - Coral Springs Downtown Infrastructure Improvements
Owners Rep: Mr. Ron Stein, Construction Project Manager, City of Coral Springs, Phone: 954-346-1739
Contract Start - End Date: July 2014 - September 2015
Present Status of Contract: Complete

CITYPLACE

Project Location

West Palm Beach, Florida

Owner

CityPlace Partners/Palladium
Mr. Bernard Barton
Sr. Vice President
(formerly with CityPlace
Partners/Palladium)
P: (203) 219-0434

Architect

Elkus/Manfredi Architects, Ltd.
Mr. Chris Walters, AIA, LEED AP
(formerly with Elkus/Manfredi
Architects, currently with Partners
Healthcare)
P: (617) 849-2639
E: cmwalters@partners.org

Total Whiting-Turner Contract
\$113,000,000

Start Date

February 1999

Completion Date

October 2000

Delivery Method

Construction Manager at Risk

Schedule Compliance

Completed on time

Budget

Completed under budget
shared cost savings returned
to owner

Liquidated Damages

None

Proposed Team Members

- Rob Mitchell, Project Executive
- Frank Zaremba, Sr. Project Manager



Before



After

Project Description

Undergrounding of FPL, Cable, and telephone services, was one component of this urban renewal project spanning seven city blocks with 625,000 SF of retail/entertainment, 120,000 SF of residential units, four parking decks, and extensive hardscape, fountains, undergrounding of FPL and Bell South overhead services, water, sewer, storm utilities and sitework. Whiting-Turner was responsible for the sitework, 3 of the 4 garages, and the majority of vertical construction.

Frank Zaremba, the Senior Project Manager named for the Town of Palm Beach Undergrounding Project, was responsible for all of the non-vertical construction of this project which included undergrounding of all of the exact same utilities to be undergrounded for the Town of Palm Beach. An example, Whiting-Turner's scope of work included replacing all of the existing overhead facilities with new FPL, Cable TV and Telephone underground feeds. Also included were all new City of West Palm Beach water mains, street lighting and reconstruction of the roadways. Signalization and multiple crossings of Okeechobee Boulevard necessitated not only M.O.T. coordination with the local municipality, but also with the Florida Department of Transportation (FDOT). The gas company, Florida Public Utilities (FPU), and the installation contractor for the telephone company, Danella, were coordinated with the phasing of construction so that they installed all new services in sequence with our reconstruction of the roadways.

The entire project took 20 months from the 1st shovel entering the ground to the grand opening.

To minimize the project's dependence on the various public utilities, we met with the public utilities regularly, and in the case of FPL, we installed all of the material,

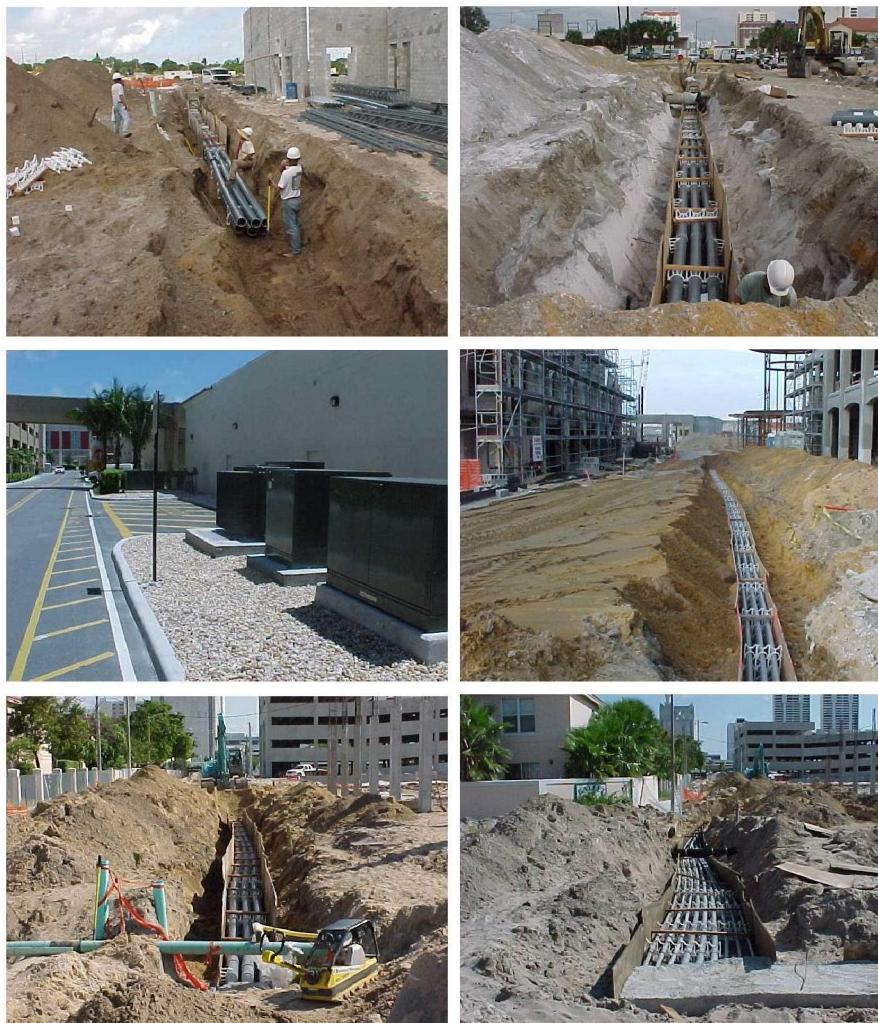


CITYPLACE (PAGE 2)

the majority of which was provided by FPL. Whiting-Turner coordinated directly with FPL so that our electrical subcontractor not only installed FPL's conduit, but also, pulled the cables, set all of the gear, and removed all of the abandoned facilities. The only install work that FPL performed was to make the final termination of cables.

Key Similarities:

- Undergrounding of Electrical Services/ Coordination with FPL
- Gas Company Coordination (FPU)
- Water Main Coordination with West Palm Beach
- Storm Water System Modifications
- Street Lighting with Underground Feeds
- Paving & Grading
- Landscaping
- Resident & Business Outreach
- Maintenance of Traffic (DOT and City Roads)
- Included Proposed Whiting-Turner Team Members



BROADMOOR NEIGHBORHOOD IMPROVEMENTS

Project Location

West Palm Beach, Florida

Owner

City of West Palm Beach
Ms. Dorritt Miller
Deputy City Administrator
401 Clematis Street, 2nd Floor
West Palm Beach, FL 33401
P: (561) 659-8024
E: dmiller@wpb.org



Owner's Construction Coordinator

Mr. David McKenzie
P: (561) 644-7342
dmckenzie@wpb.org

Total Cost

Original: \$12,761,631
Final: \$9,059,823*

*Owner purchased materials directly for tax savings.

Start Date

February 2009

Completion Date

December 2010

Delivery Method

General Contract

Schedule Compliance

Completed Early

Budget Compliance

Under budget, allowances returned to owner as cost savings

Liquidated Damages

None

Proposed Team Members

- Rob Mitchell, Project Executive
- Frank Zaremba, Sr. Project Manager
- Matt Moo Young, Project Manager
- Bo Huggins, Superintendent

Project Description

Complete neighborhood infrastructure and roadway replacement project. Scope of work included thirteen roadways with associated utilities for approximately 300 residential properties. Work included community coordination, maintenance of traffic, and maintenance of residential access to the residences, curbs, sidewalks, driveways, storm sewer systems, water main systems, sanitary sewer systems, landscaping, and street lighting.

Unlike most neighborhood improvements, these roadways were made narrower by reducing the average paved roadway width from 50 ft. to 28 ft. in order to create an attractive green space, and additionally, the roadways were lowered by an average 1.5 FT for surface water drainage considerations.

This significant regrading of roadways presented a challenge in providing safe access for the residents in and out of their homes. The City was helpful in providing immediate subgrade inspections, so that roadways could be demolished, graded and rocked, often in the same day. This was helpful both in our safety efforts, and in ensuring the public's delight.

For the majority of the 300+ homes in this neighborhood, the existing water services came from old water mains located in allies behind the homes, and new water mains installed in roadways in front of the homes required that Whiting-Turner set new meters in the front of each resident and then connect to their existing exterior service line. Whiting-Turner's Superintendent, Bo Huggins, demonstrated that he has the patience and professionalism to complete this difficult task to the satisfaction of literally hundreds of residents.

BROADMOOR NEIGHBORHOOD IMPROVEMENTS (PAGE 2)

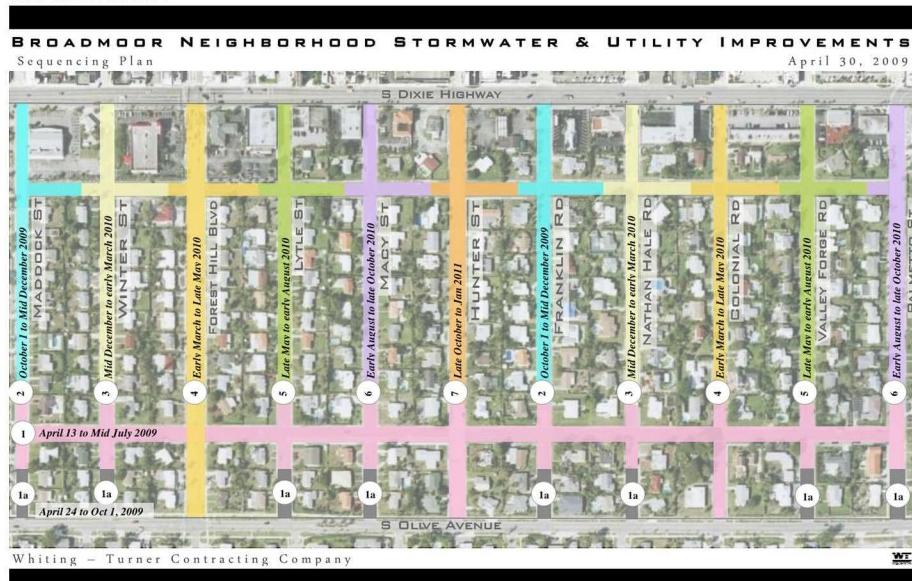
This was the City of West Palm Beach's largest neighborhood improvement project.

Key Similarities:

- Coordination with Power Company/ Undergrounding of electrical Services
- Telephone Company Coordination
- Gas Company Coordination
- Water Mains/ Coordination with West Palm Beach
- Storm Water System Modifications
- Street Lighting with Underground Feeds
- Paving & Grading
- Landscaping
- Work in Residents Property
- Resident & Business Outreach
- Maintenance of Traffic
- Included Proposed Whiting-Turner Team Members

Notable Challenge:

Scheduling the timely removal of FPL's abandoned poles once they were no longer needed. It would be ideal if this responsibility was assigned to our electrical subcontractor.



Phased Construction:

As with the Town of Palm Beach undergrounding project, this project never had two adjacent phases under construction at the same time.

Over 200 residents converted water service from back alley feeds to meters supplied from a new main located in the front of their residence. This required many of the same coordination procedures with residents that will be necessary on the Town's undergrounding project.

NORTH LAKE WAY & LAURIAN LANE INFRASTRUCTURE IMPROVEMENTS

Project Location

Town of Palm Beach, Florida

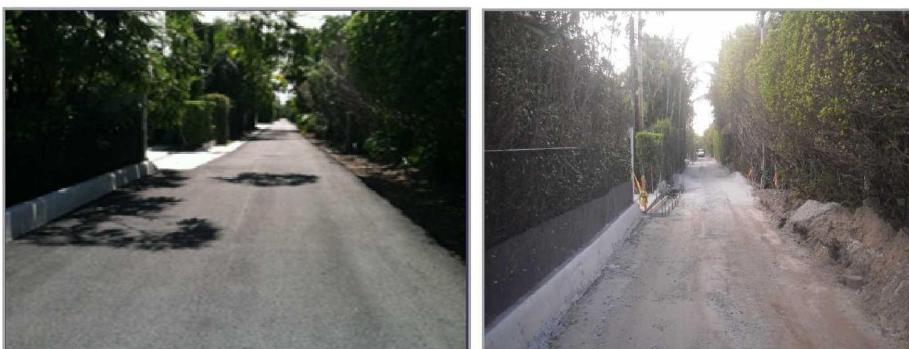
Owner

Town of Palm Beach
Mr. Michael Roach
Project Engineer
951 Old Okeechobee Road
West Palm Beach, FL 33401
P: (561) 838-5440
E: mroach@townofpalmbeach.com



Engineer

Kimley-Horn & Associates, Inc.
Kevin Schanen, P.E. and
Anjuli Panse P.E.
(561) 840-0820
1920 Wekiva Way, Ste 200
West Palm Beach, FL 33411
P: (561) 840-0822
E: Anjuli.panse@kimley-horn.com



Total Cost

Original: \$776,000

Final: \$771,535*

*Difference is cost savings returned to owner



Start Date

July 2011

Completion Date

December 2011

Delivery Method

General Contract

Schedule Compliance

Completed on time

Budget Compliance

Completed within budget

Liquidated Damages

None

Proposed Team Members

- Rob Mitchell, Project Executive
- Frank Zaremba, Sr. Project Manager
- Matt Moo Young, Project Manager
- Bo Huggins, Superintendent

Project Description

Roadway and utility improvements in a residential neighborhood. Utility work included potable water, sanitary sewer, and storm sewer improvements.

Key Similarities:

- Work in the Town of Palm Beach
- Gas Company Coordination
- Storm Water System Modifications
- Paving & Grading
- Landscaping
- Resident & Business Outreach
- Maintenance of Traffic
- Included Design Team Members
- Included Proposed Whiting-Turner Team Members

Notable Challenge:

Encountered several undocumented, underground private services from FPL to private residences

NORTH FLAGLER DRIVE FORCE MAIN AND 23RD STREET & CURRIE PARK FORCE MAIN IMPROVEMENTS

Project Location

City of West Palm Beach, Florida

Owner

Town of Palm Beach
Mr. Chuck Langley
951 Old Okeechobee Road
West Palm Beach, FL 33401
P: (561) 307-1920

Engineer

Kimley-Horn & Associates, Inc.
Kevin Schanen, P.E. and
Anjuli Panse P.E.
(561) 840-0820
1920 Wekiva Way, Ste 200
West Palm Beach, FL 33411
P: (561) 840-0822
E: Anjuli.panse@kimley-horn.com

Total Cost

Original: \$5,488,466
Final: \$5,025,333
(Balance of funds returned to the
Town \$463,133)

Start Date

November 2014

Completion Date

November 2015

Delivery Method

Construction Management at Risk

Schedule Compliance

On Schedule

Budget Compliance

Within budget

Liquidated Damages

None

Proposed Team Members

- Rob Mitchell, Project Executive
- Frank Zaremba, Sr. Project Manager
- Bo Huggins, Superintendent



Project Description

Construction of a new Town of Palm Beach 24 inch PVC force main along North Flagler Drive for a distance of approximately 1 mile, and removal and replacement of sections of excessively deteriorated 30 inch CI/DIP Force Main in neighborhoods along 23rd Street in West Palm Beach, FL.

One unique aspect of this project was that it was a Town of Palm Beach Utility Project that took place entirely in the City of West Palm Beach, thus requiring coordination with not only the Town of Palm Beach, but also with the City of West Palm Beach Utilities/Traffic Engineering/Engineering Inspections/ the Mayor's Response Team, and other City of West Palm Beach Departments.

Whiting-Turner also regularly coordinated with Good Samaritan Medical Center, nearby condominiums, businesses, various neighborhood associations in both the east and northwest sections of the city, and the Florida Department of Transportation (FDOT) for work performed on Dixie Highway.

Key Similarities:

- Project for the Town of Palm Beach
- Difficult Utility Work including Residential Areas
- Storm Water System Modifications
- Paving & Grading
- Landscaping
- Resident & Business Outreach
- Maintenance of Traffic
- Included Design Team Members
- Included Proposed Whiting-Turner Team Members

EVERGLADES CLUB EMERGENCY WATER MAIN REPAIRS

Project Location

Town of Palm Beach, Florida

Owner

City of West Palm Beach
Ms. Laura Le, P.E.
401 Clematis Street, 5th Floor
West Palm Beach, FL 33401
P: 561-289-8414
E: lle@wpb.org



Architect/Engineer

City of West Palm Beach
Ms. Laura Le, P.E.
401 Clematis Street, 4th Floor
West Palm Beach, FL 33401
P: 561-289-8414
E: lle@wpb.org



Total Cost

Original: \$149,951
Final: \$149,951

Current Phase of Development

Complete

Start Date

November 2011

Completion Date

January 2012

Delivery Method

General Contract

Schedule Compliance

Completed on time

Budget Compliance

Within Budget

Liquidated Damages

None

Proposed Team Members

- Rob Mitchell, Project Executive
- Frank Zaremba, Sr. Project Manager

Phase of Design that team member started to play an active role

- Frank Zaremba, Project Manager
Phase: Precon & Construction

Project Description

In the Town of Palm Beach, a water main break occurred at the connection of a dated 16" CIP watermain to a 20" watermain. The City of West Palm Beach awarded Whiting-Turner the repair work under the terms of an existing annual contract.

There were no valves to isolate the pipe from the main Town of Palm Beach water supply; this scope included exploratory excavation to better determine the necessary repairs, dewatering, installation of line stops to isolate the repair, replacement of about 30' of watermain and associated fittings, as well as restoration of the surrounding country club area.

Key Similarities:

- Work in the Town of Palm Beach
- Water Mains/ Coordination with West Palm Beach
- Landscaping – Sod Matching that of the Everglades Club
- Work in Private Property
- Included Proposed Whiting-Turner Team Members

NORTH DISTRICT INFRASTRUCTURE

Location

Winston Salem, NC

Cost

\$6,062,798

Owner

PTRP Development Corp.
575 N. Patterson Avenue, #550
Winston-Salem, NC 27101

Owner Reference Contact

Mr. Graydon Pleasants
Real Estate Developer
Phone: (336) 716-8686
Email: gpleasan@wfubmc.edu

Delivery Method

CMAR

Start Date

February 2011

Completion Date

November 2011

Schedule

9 Month Schedule, project completed on schedule.

Budget

Completed under budget:
Original Cost: \$5,846,940

Final Cost: \$6,062,798

Added scope of work in several areas of the park (Two owner initiated change orders totaling \$282,734) \$66,876 returned to owner as cost savings.

Key Similarities:

- Coordination with Power Company/ Undergrounding of electrical Services
- Telephone Company Coordination
- Water Mains/ Coordination with West Palm Beach
- Storm Water System Modifications
- Street Lighting with Underground Feeds
- Paving & Grading
- Landscaping
- Resident & Business Outreach
- Maintenance of Traffic



Note: The overhead poles and cable were still up in the above photographs of the completed project. This is because the utility company did not remove their poles and cables until several months after the project was completed. We prefer for the removal of the abandoned services to be in Whiting-Turner's scope, with the consent of the appropriate utility, so as to avoid the multiple safety and asthetic concerns related to leaving the abandoned facilities in place longer than is necessary.

Description

This project consist of the infrastructure and landscape/hardscape for twelve city street blocks in downtown Winston Salem, NC being built in conjunction with the Wake Forest Research Facility.

This project was for the complete utility replacement of twelve city blocks. Whiting-Turner replaced the water, storm, sanitary, widened the streets, replaced all the sidewalks and installed both power and communications ductbanks under the streets and removed all the overhead lines.

Conversion of overhead utilities to underground. Whiting-Turner's scope of work included approximately 1.5 pole-miles of overhead electric, 1.5 pole-miles of overhead telephone, and 1 pole-mile of cable TV utilities. Work also included a 2-acre Park and multiple streets' municipal infrastructure improvements including storm water systems, paving, grading, street lighting and landscaping. Coordination with commercial businesses & utility companies was a central aspect of the project. Local traffic was maintained in accordance with the Department of Transportation and the local municipality requirements.

SITE IMPROVEMENTS AND ENABLING PACKAGE

Location

Orlando, Florida

Cost

\$4,359,873

Owner

Windsor Healthcare Equities
6225 Smith Avenue, Suite 200B
Baltimore, MD 21209

Owner Reference Contact

Mr. William Apollony,
President
Phone: 410-753-6802
E: wapollon@windsorhce.com

Delivery Method

CMAR

Start Date

April 2014

Completion Date

November 2014

Schedule

8 Month Schedule, project completed on time

Budget

Completed within budget:
Original: \$4,359,873
Final: \$4,359,873



In initial preparation for a planned future 172-acre mixed use development in Orlando, Whiting-Turner relocated overhead utilities underground. Our scope of work also included relocating other utilities, such as the water mains, and coordinating with multiple organizations, such as the natural gas provider, Teco Gas.

Our work consisted of demolishing houses, trees, roads, etc. to reconfigure a 4 block area for a future building pad and parking. We were able to install underground conduits and transformers so a portion of the overhead lines could be removed and buried

All of our work was critical to maintaining services related to nearby FL Hospital and a communications trunk line connecting this area to downtown.

There were many players/entities to coordinate with ...

- City of Orlando Transportation Division for MOT closures and ROW work
- FDOT – for storm tie-in at I-4 ramp, Fence and Tree removal along I-4
- Florida Hospital for logistics of adjacent office and outpatient operations
- Level One communications – Communications cabling we were burying
- Verizon – Communications conduits we buried
- ATT – Traditional phone lines throughout the area to be removed and relocated
- Teco Gas – Cut, Cap and relocate lines while avoiding damage to 4" gas main.

SITE IMPROVEMENTS AND ENABLING PACKAGE

(PAGE 2)

- OUC Water – Relocation or installation of water mains and hydrants along with DEP clearances
- City of Orlando Engineering – Inspections of work
- Terracon – Third Party inspections of all work
- Adjacent Medical offices and Nearby Homeowners – Noise, road closures, boil water notices, disruptions of service
- Relocation of another General Contractor's staging areas from our work site to accommodate both of our needs.

One of the main components of the work was installation of a Concrete Storm Trap system along I-4 for a 3 block stretch. This system was designed to hold the storm drainage from the future building pad and the future I-4 Expansion. The system is comprised of concrete double Tee "tables" resting on a couple feet of rock. The incoming pipes go through some deep structures that form a sediment trap prior to allowing water into the storm tech system. We were able to construct this work, remove portions of the city of Orlando's streets and coordinate effectively with their future tie-ins.

The main overflow for this system tied into a deep storm manhole in the on ramp for I-4 Westbound. We were able to get into that manhole without damaging DOT's fiber optic cabling along I-4, the traffic signal at Princeton and I-4 and the FRI building's screen wall or fence.

The scope of work included patching, repairing and bringing most everything up to code: Roadway, curbs, sidewalks, handicap ramps, street signs, cross walks, striping, pavers, brick roads.

We worked closely with Sunshine one call's local utility locating service USIC to locate all buried utilities and frequently brought in our own Ground Penetrating Radar contractor to ensure underground utilities were not damaged.

We found all kinds of Surprises underground from buried fuel tanks to human bones. We worked with the appropriate authorities to make sure all necessary procedures were followed.

A Key Take-Away:

When you are working with the utility provider, communication is the most important factor...when you find the most responsive point of contact, continuously keep him or her updated. Maintenance of Traffic is also a daily and often times a multiple times a day activity adjusting signage, fencing, etc.

Key Similarities:

- Coordination with Power Company/ Undergrounding of electrical Services
- Telephone Company Coordination
- Gas Company Coordination
- Water Mains/ Coordination with West Palm Beach
- Storm Water System Modifications
- Paving & Grading
- Resident & Business Outreach
- Maintenance of Traffic

VCU WEST GRACE SOUTH HOUSING, PHASE I, AND LAUREL DECK

Location

Richmond, Virginia

Cost

\$33,271,173

Owner

Virginia Commonwealth University

Owner Contact

Mr. Carl Purdin
Assistant Director – VCU FMD
700 West Grace Street
Richmond, Virginia 23284
804-828-0391 (phone)
804-828-0006 (facsimile)
cfpurdin@vcu.edu

Delivery Method

Design/Build

Construction Start

June 2010

Construction Completion

July 2012

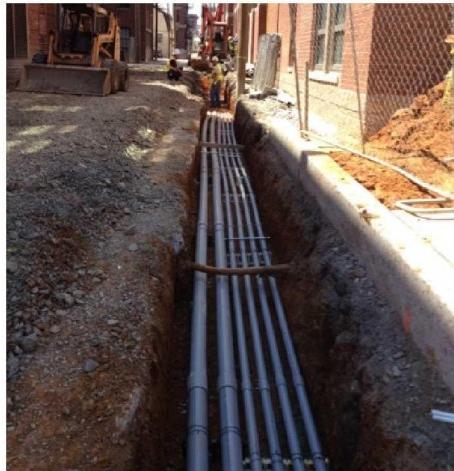
Schedule

25 Month Schedule, project completed on time

Budget

Completed within budget:
Original Cost: \$31,228,000
Final Cost: \$33,271,173*

*Eleven owner initiated change orders (increased scope) totaling \$2,043,173



The Whiting-Turner Contracting Company was hired by Virginia Commonwealth University as the Design-Build General Contractor to construct a five-story, 164,500 SF student housing project that included a five-story parking deck and retail space.

The project also included renovation of an existing alley behind both the deck and housing projects. This renovation included the removal of the existing road surface, installation of ductbanks for the local power company, CATV/Telephone, and several utilities for the City of Richmond. The new road surface installed was a pervious paver system and is one of the first in the City of Richmond's "[Green Alley Program](#)."

The existing impervious cobblestone surface was removed and replaced with a pervious paver system to encourage proper drainage and reduce stormwater runoff.

LEED Certification

The Parking Deck and Housing buildings achieved separate LEED Silver Certifications under the LEED 2009 Rating System.

Architect/Engineer/Contractor Services Provided

The Whiting-Turner Contracting Company was responsible for providing design-build services on this project. We worked with our Architect/Engineering Team and Virginia Commonwealth University in a cooperative team effort to provide the best design to meet the end-user's needs. Whiting-Turner also managed the design review and permitting process. This process involved regular inspection of the documents to ensure the design met both code and the design requirements set forth in the University's original RFP documentation. Checklists were generated to track any open issues and the design was continually refined during Whiting-Turner's regular meetings with the design consultants and the University/end-users.

Unique Constraints & Challenges

The project was constructed on a very constrained urban site on VCU's Monroe Park campus. Due to the constrained urban site, opportunities for material laydown areas, field offices, deliveries, etc. were extremely limited. Access to the site, and also the adjacent businesses and buildings, became even more difficult during the alley renovation. Whiting-Turner continually monitored the work areas to ensure access was available to the project and also to the site's neighbors.

Key Similarities:

- Coordination with Power Company/ Undergrounding of electrical Services
- Telephone Company Coordination
- Gas Company Coordination
- Water Mains/ Coordination
- Storm Water System Modifications
- Paving & Grading
- Resident & Business Outreach
- Maintenance of Traffic

REPLACEMENT CENTRAL ENERGY FACILITY (RCEF) STANFORD SUBSTATION

Location

Palo Alto, California

Cost

Overall Project: \$205,000,000
Substation Portion: \$25,000,000

Owner

Stanford University
3160 Porter Drive, 2nd Floor
Palo Alto, CA 94304

Owner Reference Contact

Mr. Bijendra Sewak,
Project Manager,
Stanford University,
Phone: 650-725-9262

Delivery Method

General Contract, Lump Sum

Start Date

Overall Project: August 2012

Completion Date

Overall Project: March 2015
Substation energization March
2014

Schedule

Overall Project:
32 Month Schedule, project
completed on time

Budget

Completed within budget:
Overall Project
Lump Sum: \$199,700,000
Final Cost: \$205,000,000*
*Owner initiated change orders
(added scope)

Key Similarities:

- Coordination with Power Company/ Undergrounding of electrical Services



Description

As part of the \$200 million Stanford Energy System Innovation, the Stanford Substation is a unique project, as the finished product is managed by Stanford's in-house high voltage electrical team rather than a utility company. The 100MVA substation is connected to the local utility company with dual 60 kV high voltage sub-transmission lines.

Some of the project features include:

- Rerouting of overhead transmission lines.
- Over 4,300' of 3,000 amp overhead welded aluminum tube bus work with transfer & distribution busses.
- 31 - Ground operated overhead distribution switches.
- 10 - 60 kV, SF6 high voltage circuit breakers.
- 5 - 12.47 kV, 20MVA transformers feeding power to 15 kV switchgear busses.
- Underground conduit banks, vault systems & step potential limiting grounding mat system.
- Pre-fabricated Control and 12.47 kV Switchgear enclosures.
- 125 VDC Battery room.
- 2 - 15 KV, 6300 kVAR, three-step capacitor banks.
- 120/208V 80 kW stand-by diesel generator.
- 2 - 12.47 kV-120/208V, 150 kVA station power transformers (primary and back-up).
- Structural steel and overhead bus work.

PHILADELPHIA NAVY YARD

Location

Philadelphia, PA

Cost

\$19,734,944

Owner

NAVFAC – Mid-Atlantic

Owner Reference Contact

Mr. Thomas Bilinski,
Facilities Manager,
Naval Surface Warfare Center –
Carderock Division,
Phone: 215-897-1920

Delivery Method

General Contract

Start Date

June 2009

Completion Date

January 2012

Schedule

32 Month Schedule, project completed on time

Budget

Completed within budget:

Original Cost: \$17,875,310

Final Cost: \$19,734,944*

*Owner initiated change orders (increased scope) totaling
\$1,859,634



Description

The Navy Yard project entailed over one mile of 12-way and 14-way duct bank work. This project required a high level of coordination with the City of Philadelphia's Department of Public Works. In particular, the work performed on South Broad Street took a high level of coordination with the Philadelphia Industrial Development Corporation (PIDC) and the Navy for road openings, closings, traffic and pedestrian control. The team faced a high water table and conflicting/unknown utilities for the project's duration. Additionally, work took place mainly during the winter months, presenting significant seasonal challenges.

Key Similarities:

- Coordination with Power Company/ Undergrounding of electrical Services
- Telephone Company Coordination
- Gas Company Coordination
- Water Mains/ Coordination
- Storm Water System Modifications
- Paving & Grading
- Maintenance of Traffic



CITY HALL UTILITY RELOCATION AND ELECTRICAL UPGRADES

Location

Las Vegas, NV

Cost

\$2,220,433

Owner

City of Las Vegas
495 S. Main Street
Las Vegas, Nevada 89101

Owner Reference Contact

Mr. Eric J. Louttit
Senior Vice President
Forest City Commercial
Development
Phone: 216-416-3740

Delivery Method

CMAR

Start Date

January 2010

Completion Date

April 2010

Schedule

04 Month Schedule, project completed on time

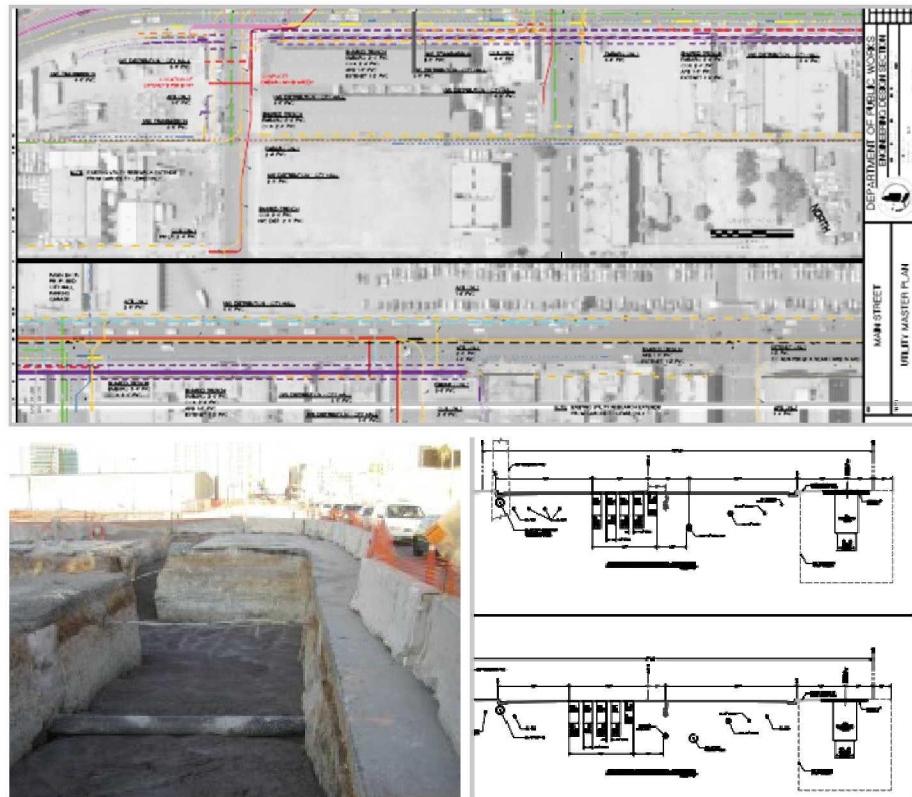
Budget

Completed within budget:

Original Cost: \$1,875,273

Final Cost: \$2,220,433*

*4 owner initiated change orders totaling \$345,160



Project Description:

This project included the relocation of existing distribution and high voltage transmission lines that were in the alley of the block on the project site. The team adhered to the 90-day schedule outlined by the City of Las Vegas. Project scope included excavation and installation of multiple new duct banks down Main Street and the installation of several large vaults, tied-in from substation to substation. The team was fully coordinated with the utility company on this project. Additionally included were all phone and data lines. Shift work and multiple crew acceleration were required in order to maintain the traffic flow required on the roadways.

Key Similarities:

- Coordination with Power Company/ Undergrounding of electrical Services
- Telephone Company Coordination
- Gas Company Coordination
- Cable Company
- Communications Lines
- Water Mains Coordination
- Storm Water System Modifications
- Street Lighting with Underground Feeds
- Paving & Grading
- Landscaping
- Business Outreach
- Maintenance of Traffic

GREEN HILLS MALL EXPANSION

Location

Nashville, TN

Cost

\$83,383,00.00 Overall for all Phases

Owner

The Taubman Company, Inc.
200 East Long Lake Road, #300
Bloomfield Hills, MI 48303

Owner Reference Contact

Mr. Timothy M. Andres, AIA
Group Director,
Engineering and Construction
Phone: 248-258-7591
Mobile: 734-417-9100

Delivery Method

CMAR

Start Date

May 2014

Estimated Completion Date

July 2019

Schedule

63 Month Schedule, project currently on schedule

Budget

Completed within budget:
Original Cost: 82,089,600 Overall
Phase 1 work completed within budget and on schedule
Final Cost: \$83,383,00

Description of difference i.e.:

Overages due to owner requested changes

Proposed Team Member:

Robert H. Mitchell, Division Vice President



Description

As a component of a large retail renovation and expansion project, Whiting-Turner recently relocated existing overhead lines in a roadway from overhead to underground for a distance of about 1,500 feet.

The undergrounding was part of our Phase 1 New Parking Garage scope of work; we performed a full relocation of existing power and telecommunication lines from above ground (pole mounted) to concrete encased underground ductbank. Our scope of work included pre-design meetings with the electrical power provider. During these meetings all routes, means and methods associated with the proposed relocation were discussed and determined. Once design intent was agreed upon by all parties, a full design was supplied by the power provider for implementation into the project. Whiting-Turner reviewed the proposed design, met with not only the power provider, but all parties who had lines on the poles i.e. Comcast, ATT as well as NES Fiber, and we coordinated final installation "intent". Whiting-Turner then coordinated the work with local subcontractors to install the new ductbank, vaults and structures. Once work was installed in the field, WT coordinated the power provider, Comcast, and ATT to pull new cables through underground ductbank. Once all new wire was pulled and terminated Whiting-Turner then removed the existing poles and overhead services of all providers, having maintained service to all customers throughout the undergrounding process.

Key Similarities:

- Coordination with Power Company/ Undergrounding of electrical Services
- Telephone Company Coordination
- Paving & Grading
- Landscaping
- Resident & Business Outreach
- Maintenance of Traffic
- Included Proposed Whiting-Turner Team Members

RIDGE HILL PRIMARY SERVICE VAULT AND DISTRIBUTION BANK CONSTRUCTION

Location

Yonkers, New York

Cost

\$22,823,846

Owner

Forest City Ratner Companies
1 Metro Tech Center North
Brooklyn, NY 11201

Owner Reference Contact

Mr. Theron Russell
Vice President
Forest City Ratner Companies
718-923-8656

Delivery Method

Program Manager

Start Date

June 2007

Completion Date

May 2012

Schedule

60 Month Schedule, project completed on time

Budget

Completed within budget:
Original Cost: \$20,700,000

Final Cost: \$22,823,846*

*Owner Change Orders:
\$2,123,846



Description:

The Ridge Hill project included the construction of an on-site primary power distribution system, including several miles of 13 kV duct bank and eight above-ground transformer/network protection vaults. This required establishing Consolidated Edison standards for construction and coordinating for utility company inspections of the work. This project required working closely with the architect and engineer in completing the design of the vaults and identifying the governing utility specifications for proper construction. All vaults were subsequently accepted and energized.

Key Similarities:

- Coordination with Power Company/ Undergrounding of electrical Services
- Paving & Grading
- Maintenance of Traffic

FPL EVERNIA SUBSTATION FEED

Project Location

West Palm Beach, Florida

Owner

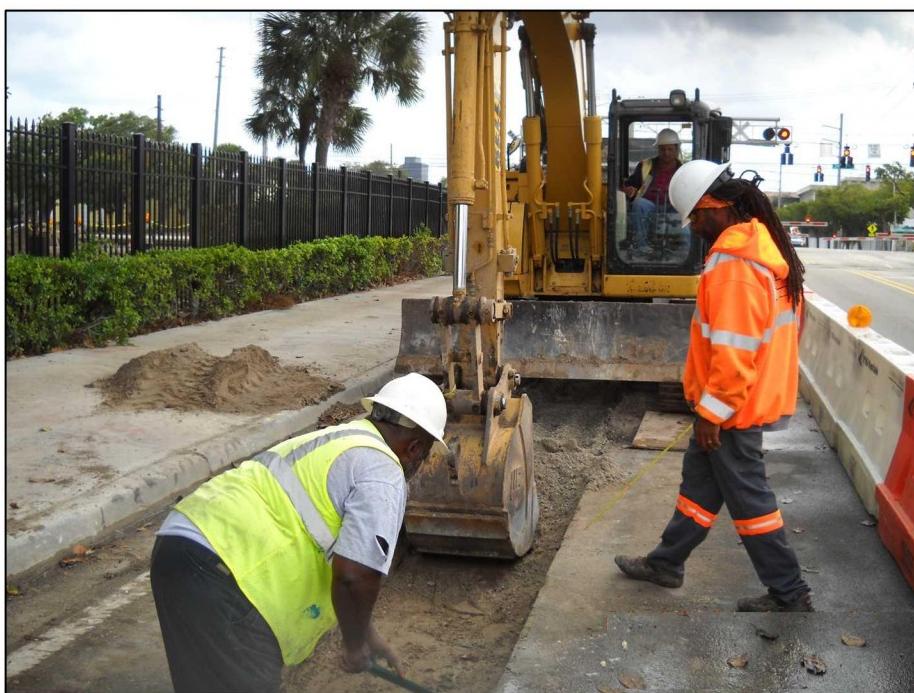
City of West Palm Beach

Mr. Rolando Nigaglioni

Formerly Executive Manager of Water Reclamation Services for City of West Palm Beach

Currently Construction Contracts Administrator for Broward County

P: (772) 380-6005



Engineer (CEI)

Mock-Roos & Associates

Mr. Garry Gruber, P.E.

Vice President

5720 Corporate Way

West Palm Beach, FL 33407

P: (561) 683-3113 x293

E: garry.gruber@mockroos.com

Total Cost

Original: \$792,000

Final: \$1,437,832*

*Difference is owner initiated additional scopes of work (Design Changes)

Start Date

October 2011

Completion Date

January 2013

Delivery Method

General Contract

Schedule Compliance

Completed on time

Budget Compliance

Completed within budget

Liquidated Damages

None

Proposed Team Members

- Rob Mitchell, Project Executive
- Frank Zaremba, Sr. Project Manager
- Matt Moo Young, Project Manager
- Bo Huggins, Superintendent

Project Description

This work was performed at the City of West Palm Beach Water Treatment Plant. Scope of work included labor, equipment and material necessary to construct a Florida Power & Light (FPL) ductbank, a WTP electrical ductbank, a 30" & 8" DIP system for process water. FPL provided concrete vaults, conduits and cables, and terminations of the 13kV feed.

Key Similarities:

- FPL Underground Ductbank
- Paving & Grading
- Maintenance of Traffic
- Included Design Team Members
- Included Proposed Whiting-Turner Team Members

CORAL SPRINGS DOWNTOWN INFRASTRUCTURE IMPROVEMENTS

Project Location

Coral Springs, Florida

Owner

The City of Coral Springs CRA

9551 West Sample Road

Coral Springs, FL 33065

Mr. Ron Stein,

Construction Project Manager

Phone: 954-346-1739

Email: rstein@coralsprings.org

Architect

Chen-Moore & Associates

500 W. Cypress Creek Road, Ste 630

Fort Lauderdale, FL 33309

Mr. Peter Moore, President

Phone: (954) 730-0707 x 1002

Email: pmoore@chenmoore.com

Total Cost

Original: \$4,065,083

Final: \$4,211,725

Current Phase of Development

Complete

Start Date

July 2014

Completion Date

September 2015

Delivery Method

Construction Management at Risk

Schedule Compliance

On Schedule

Budget Compliance

Within Budget

Liquidated Damages

None

Proposed Team Members

- Robert Mitchell, Project Executive
- Frank Zaremba, Project Manager
- Matt Moo Young, Project Manager
- Bo Huggins, Superintendent



1500 LF of new 8" DIP WM in the NW 31st Court Roadway



Lighting with underground feeds



The new 7'x8' concrete culvert was channeled into the existing storm water system through the large precast concrete structure shown above



The existing canal was channeled into new 7'x8' concrete culvert for a distance of 1,000LF



Community summer fun, painting concrete structures before they are placed in the ground.

Project Description

Streetscape improvements on NW 31st Court between Coral Hills Drive and University Drive. Scope included demolition of existing roadway and medians, and replacing with new drainage/ watermain installation, facilities, curbs, sidewalks, lighting, landscaping, irrigation and decorative concrete hardscape and site furnishings.

Key Similarities:

- Undergrounding of the Electrical Service/ Coordination with Power Co. (FPL)
- Gas Company Coordination
- Water Mains
- Storm Water System Modifications
- Street Lighting with Underground Feeds
- Paving & Grading
- Landscaping
- Resident & Business Outreach
- Maintenance of Traffic (DOT & County Streets)

CORAL SPRINGS DOWNTOWN INFRASTRUCTURE IMPROVEMENTS

(PAGE 2)

Downtown Coral Springs is on its way to becoming a reality. With the ArtWalk already underway and plans for the Municipal Complex, officials envision Downtown Coral Springs as a public space our residents will enjoy.

Located along the north side of NW 31 Court, the ArtWalk will serve as a venue for outdoor events, such as craft shows, green markets and other public events. The four-lane road will become two lanes separated by a median. The ArtWalk will tie into the Downtown Pathways project being built along Ben Geiger Drive (NW 29th Street), which will provide pedestrian and bicycling connections to the downtown area, Northwest Regional Library, Broward Health Coral Springs, Mullins Park and the Center for the Arts.



An art piece was recently selected to be installed at the ArtWalk this fall. Artist Zachary Knudson of The Glass Artist is a Coral Springs native.

"It is truly an honor and a blessing to be given the opportunity to create such a prominent work of art in the center of town, especially because I grew up here," Knudson said. "My hope is that this sculpture will put a smile on everyone's face when they walk through it and perhaps inspire a few young artists along the way."

His piece, *Beyond*, is a 13 foot tall infinity glass sculpture with powder coated aluminum and LED lights. Coral Springs will be the first known City in the world to have an infinity sculpture of this style and magnitude.



Rendering, *Beyond*,
by Zachary Knudson

In February, residents were also given the chance to leave their mark on the ArtWalk during our annual Family Fun Day. Residents of all ages "Made Their Mark on the ArtWalk" by painting two culvert boxes. The boxes were later installed in the underground canal culvert, making the participants a permanent part of the ArtWalk.

The ArtWalk construction is on schedule to be completed by Fall 2015.

In 2014, the old City Hall South was demolished, bringing us another step closer to developing the Municipal Complex. In December 2014, the newly elected Commission discussed the plans for the Municipal Complex and agreed that it should be constructed in the Downtown area. The Municipal Complex development is underway and is expected to be completed in 2017.

UNDER THE SUN
THE MAGAZINE
FOR THE CITY WITH EVERYTHING

ArtWalk construction underway

City launches new web site
Recycle Right • Summer Fun
Drowning prevention info

SPRING 2015

CORAL SPRINGS
EVERYTHING UNDER THE SUN

highlights

Downtown and ArtWalk take shape

DR. MARTIN LUTHER KING, JR. BOULEVARD WATER MAIN & STREETSCAPE IMPROVEMENTS

Project Location

Pompano Beach, Florida

Owner

Pompano Beach CRA

Mr. Horacio Danovich

CIP Engineer

100 W. Atlantic Blvd.

2nd Floor, Suite 276

Pompano Beach, FL 33060

P: (954) 786-7834

E: Horacio.danovich@copbfl.com



Architect/Engineer

Keith & Associates

Mr. Mark Castano

Project Engineer

301 East Atlantic Boulevard

Pompano Beach, FL 33060

P: (954) 788-3400

E: mcastano@keith-associates.com

Total Combined Cost

Original: \$3,859,191

Final: \$3,797,917

Start Date (Water Main)

April 2013

Completion Date (Streetscape)

June 2015

Delivery Method

Construction Manager at Risk

Schedule Compliance

Completed on time

Budget Compliance

Completed within budget

Liquidated Damages

None

Proposed Team Members

- Rob Mitchell, Project Executive
- Frank Zaremba, Sr. Project Manager
- Matt Moo Young, Project Manager
- Bo Huggins, Superintendent

Project Description

Increase the size of a dated watermain from 8" to 12" along 1,600 LF of roadway, and then convert a five lane road to a four lane road with a median. The scope of work also included community coordination, maintenance of traffic, sanitary sewer lateral replacement, storm water improvements, new street lighting with underground feeds and although the cost for undergrounding the FPL feeds exceeded the available funding, Whiting-Turner coordinated the removal of the existing wood FPL poles and their replacement with new concrete poles in locations that were better suited to the community.

Key Similarities:

- Work in the Town of Palm Beach
- Undergrounding of the Electrical Service/ Coordination with Power Co. (FPL)
- Gas Company Coordination
- Water Mains/ Coordination with West Palm Beach
- Storm Water System Modifications
- Street Lighting with Underground Feeds
- Paving & Grading
- Landscaping
- Directional Drilling
- Work in Residents Property
- Resident & Business Outreach
- Maintenance of Traffic
- Included Design Team Members
- Included Proposed Whiting-Turner Team Members

NORTHWOOD RAIL CONNECTION UTILITY RELOCATION

Location

West Palm Beach, FL

Cost

\$2,560,377

Owner

City of West Palm Beach
Engineering Department
401 Clematis Street, 5th Floor
West Palm Beach, FL 33401

Owner Reference Contact

Ms. Laura Le
Senior Project Engineer
Phone: 561-494-1093
Email: lle@wpb.org

Engineer

Kimley-Horn & Associates, Inc.
Kevin Schanen, P.E. and
Fanny Howard P.E.
(561) 840-0820

Delivery Method

CMAR

Start Date

May 2015

Completion Date

June 2016

Schedule

13 Month Schedule, project completed on time

Budget

Completed under budget:
Original Cost: \$2,800,000
Final Cost: \$2,560,377
Cost savings returned to owner

Proposed Team Members

- Rob Mitchell, Project Executive
- Frank Zaremba, Sr. Project Manager
- Matt Moo Young, Project Manager
- Bo Huggins, Superintendent



This building was located on the City Right-of-Way line, and a relocated sanitary line, 5 feet away from the foundation, and 8 feet deep necessitated that we support the existing foundation prior to installation of the utility.



Description

CMAR Northwood Rail Connection Utility Relocation (water distribution, sanitary sewer collection, and stormwater systems) improvements/relocation within an existing railroad track corridor in anticipation of the track construction by the Florida Department of Transportation (FDOT). This project was an FDOT project, federally funded, and administered through the City of West Palm Beach.

Key Similarities:

- Water Mains/ Coordination with West Palm Beach
- Storm Water System Modifications
- Paving & Grading
- Landscaping
- Resident & Business Outreach
- Maintenance of Traffic
- Included Design Team Members
- Included Proposed Whiting-Turner Team Members

WATER TREATMENT PLANT ACCESS DRIVEWAY

Location

West Palm Beach, Florida

Owner

City of West Palm Beach

Mr. Rolando Nigaglioni

Formerly Executive Manager of Water Reclamation Services for City of West Palm Beach

Currently Construction Contracts Administrator for Broward County

P: (772) 380-6005



Engineer

Mock-Roos & Associates

Mr. Garry Gruber, P.E.

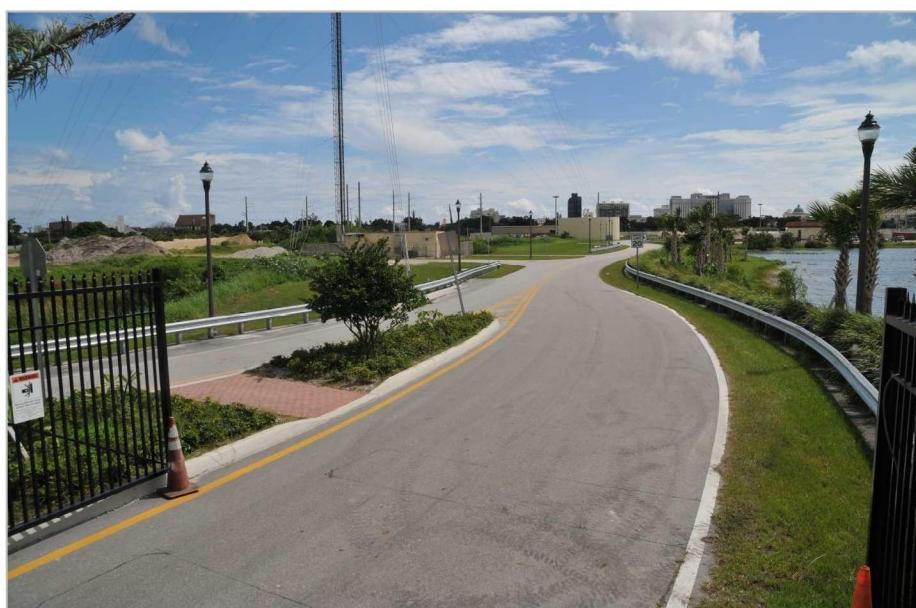
Vice President

5720 Corporate Way

West Palm Beach, FL 33407

P: (561) 683-3113 x293

E: garry.gruber@mockroos.com



Total Cost

Original: \$1,174,964

Final: \$1,856,956*

*Difference is owner initiated additional scopes of work

Start Date

January 2011

Completion Date

November 2011

Delivery Method

General Contract

Schedule Compliance

Completed on time

Budget Compliance

Completed within budget

Liquidated Damages

None

Proposed Team Members

- Rob Mitchell, Project Executive
- Frank Zaremba, Sr. Project Manager
- Matt Moo Young, Project Manager
- Bo Huggins, Superintendent

Project Description

Construction of new 1200 LF entry into the water treatment plant, deceleration and acceleration lanes at the plant entry, a security gate, fiber optic cabling, , parking areas, landscaping, irrigation, and lighting.

Key Similarities:

- Water Mains/ Coordination with West Palm Beach
- Street Lighting with Underground Feeds
- Paving & Grading
- Landscaping
- Resident & Business Outreach
- Maintenance of Traffic

WINDSOR AVENUE

Project Location

West Palm Beach, Florida

Owner

City of West Palm Beach CRA
Ms. Shirley Graham
200 2nd Street
West Palm Beach, FL 33402
P: (561) 584-4715
E: sgraham@wpb.org

Engineer

Civil Design, Inc.
Ms. Melanie Straub, P.E.
*(formerly with Civil Design,
currently Construction Manager
with the Florida Department of
Transportation (FDOT))*
P: (561) 370-1125
E: mstraub@bellsouth.net

Total Cost

Original: \$918,840

Final: \$1,148,952*

*Difference is owner initiated additional scope

Start Date

July 2008

Completion Date

March 2010

Delivery Method

General Contract

Schedule Compliance

Completed on time

Budget Compliance

Completed within budget

Liquidated Damages

None

Proposed Team Members

- Rob Mitchell, Project Executive
- Frank Zaremba, Sr. Project Manager
- Matt Moo Young, Project Manager



Project Description

Labor, materials and equipment to reconstruct roadway, install curb, sidewalks, drainage system, water system, sewer system, signage, striping, landscaping, irrigation and street lighting along Windsor Avenue in West Palm Beach, Florida.

Key Similarities:

- Gas Company Coordination
- Water Mains/ Coordination with West Palm Beach
- Storm Water System Modifications
- Street Lighting with Underground Feeds
- Paving & Grading
- Landscaping
- Directional Drilling
- Resident & Business Outreach
- Maintenance of Traffic
- Included Proposed Whiting-Turner Team Members

TEMPORARY PUMP STATION AT C-17

Project Location

West Palm Beach, Florida

Owner

City of West Palm Beach
Ms. Edna Bonelli, P.E.
401 Clematis Street, 5th Floor
West Palm Beach, FL 33401
P: 561-494-1157
E: ebonelli@wpb.org

Architect/Engineer

Mock, Roos & Associates
John Cairnes, P.E. &
Mr. Garry Gruber, Vice President
5720 Corporate Way
West Palm Beach, FL 33407
P: (561) 683-3113 x293
E: garry.gruber@mockroos.com

Total Cost

Original: \$327,660
Final: \$327,660

Current Phase of Development

Complete

Start Date

May 2013

Completion Date

February 2014

Delivery Method

General Contract

Schedule Compliance

Completed on time

Budget Compliance

Within Budget

Liquidated Damages

None

Proposed Team Members

- Rob Mitchell, Project Executive
- Frank Zaremba, Sr. Project Manager
- Bo Huggins, Superintendent



Project Description

Temporarily install a 24" and a 12" hydraulic pump near the intersection of two canals to pump water during a drought condition. Install H-pile supports for the pumps, and direct pump water about 300 ft through 24" and 18" welded HDPE pipe. Project duration was 7 months.

Key Similarities:

- Water Mains Supply Coordination with West Palm Beach
- Maintenance of Traffic
- Included Design Team Member (Mock-Roos)
- Included Proposed Whiting-Turner Team Members

ECRWWTF WELLFIELD VALVE SYSTEMS IMPROVEMENTS

Project Location

West Palm Beach, Florida

Owner

City of West Palm Beach
(As agent for the East Central Waste
Water Treatment Facility)
Ms. Jackie Michels
Senior Project Engineer
4325 N. Haverhill Road
West Palm Beach, FL 33422
jmichels@wpb.org
(561) 835-7429



Architect/Engineer

Mock Roos & Associates
Mr. Tom Biggs, P.E.
5720 Corporate Way
West Palm Beach, FL 33407
P: (561) 683-3113

Value

Original: \$536,029

Final: \$349,226*

*Owner purchased some materials
directly, therefore reducing contract



Current Phase of Development

Complete

Start Date

August 2010

Completion Date

February 2011

Delivery Method

General Contract

Schedule Compliance

Completed on time

Budget Compliance

Within Budget

Liquidated Damages

None

Proposed Team Members

- Rob Mitchell, Project Executive
- Frank Zaremba, Sr. Project Manager
- Matt Moo Young, Project Manager

Project Description

Furnish and install new valves, furnish and install new electric actuators and supports on existing valves, all required wiring, conduit, control panels, modifications to existing electric panels and other apparatus including modifications as required to existing SCADA system to be complete and ready for operation at the ECR Water Reclamation Facility.

Key Similarities:

- Note this Whiting-Turner Team Completed a number of projects for the ECR which serves the Town of Palm Beach water treatment and of which the Town of Palm Beach appoints a board member to assist in its governance.
- Included Design Team Member (Mock-Roos)

WTP 36" VALVES & PIPING IMPROVEMENTS

Project Location

West Palm Beach, Florida

Owner

City of West Palm Beach
1145 Charlotte Avenue
West Palm Beach, FL 33401

Mr. Sam Heady

Formerly the Assistant Utility Director for the City of West Palm Beach
Currently the Deputy Director of Utilities for the Village of Tequesta
P: 561-722-1167
E: sheady@tequesta.org

Architect/Engineer

Malcom Pirnie (Arcadis)
Mr. Ranthus B. Fouch, III
P.E., Currently Principal Engineer,
CES Consultants, 561-227-6862

Total Cost

Original: \$662,272
Final: \$662,272

Current Phase of Development

Complete

Start Date

August 2009

Completion Date

January 2010

Delivery Method

General Contract

Schedule Compliance

Completed on time

Budget Compliance

Within Budget

Liquidated Damages

None

Proposed Team Members

- Rob Mitchell, Project Executive
- Frank Zaremba, Sr. Project Manager



Project Description

Remove and replace approximately 250 LF of 24" & 36" pipe and replace with new 36" pipe and valves to improve the water treatment plant's performance.

Because this section of the facility was very dated at the time of construction, the existing as-built information of the pipe being replaced as well as other nearby utilities necessitated that Whiting-Turner and the design team work hand-in-hand to successfully adjust the design to suit the actual below grade field conditions.

Key Similarities:

- Water Mains/ Coordination with West Palm Beach
- Included Proposed Whiting-Turner Team Members

RENAISSANCE

Location

West Palm Beach, Florida

Owner Reference

City of West Palm Beach
401 Clematis Street
West Palm Beach, Florida 33401
Mr. Ed Mitchell
Formerly with the City of West
Palm Beach
Currently Senior Vice President at
US Water Services Corp.
P: (772) 848-8292

A/E Reference

Mock, Roos & Associates
Mr. Jeff Hiscock, PE (Currently
with ADA Engineering)
P: (561) 776-0276

Total Cost

Original: \$9,876,252
Final: \$9,541,441*

*Difference is credit for remaining
allowances

Start Date

June 2001

Completion Date

October 2002

Delivery Method

CM at-Risk

Schedule Compliance

This project was completed ahead
of schedule.

Budget Compliance

This project was completed within
budget. Cost savings resulted
from contingency and value
engineering which was then used
to perform additional scope.

Liquidated Damages

None

Proposed Team Members

- Rob Mitchell, Project Executive
- Frank Zaremba, Sr. Project Manager



Note: The Town of Palm Beach Public Works Department in the background.



Installation of a new stormwater system including a 250 CFS stormwater pump station with a chemical treatment system, 20 CFS gravity discharge water control structure, sheet pile severing structure, 84" piping below CSX railway and down Fredrick Street adjacent to the Town of Palm Beach Utilities and Procurement offices, two 72" x 84" sluice gates, bank stabilization and littoral planting around the south lobe of Clear Lake to create a five-acre wetland cell. The stormwater system was used to divert, collect, treat and store stormwater and re-use the water as an alternate source for the Town of Palm Beach and the City of West Palm Beach's drinking water.

Key Similarities:

- Coordination with Power Company/ Undergrounding of electrical Services
- Gas Company Coordination
- Water Mains/ Coordination with West Palm Beach
- Storm Water System Modifications
- Street Lighting with Underground Feeds
- Paving & Grading
- Landscaping
- Work in Residents Property
- Resident & Business Outreach
- Maintenance of Traffic
- Included Design Team Members – Mock-Roos & Associates
- Included Proposed Whiting-Turner Team Members

DREHER PARK

Location

West Palm Beach, Florida

Owner Reference

City of West Palm Beach
Ms. Joan Goldberg
401 Clematis Street
West Palm Beach, Florida 33401
561-822-1416
jgoldberg@wpb.org

A/E Reference

Mock, Roos & Associates
Mr. Thomas Biggs, PE
5720 Corporate Way
West Palm Beach, Florida 33407
561-683-3113, ext. 216
thomas.biggs@mockroos.com

Total Cost

Original: \$5,800,000

Final: \$5,841,492*

*Difference was due to owner initiated scope of work addition

Contract

Design/Build

Start Date

August 2004

Completion Date

August 2003

Budget Compliance

This project was completed within budget.

Schedule Compliance

This project was completed on schedule.

Liquidated Damages

None

Proposed Team

Rob Mitchell, Project Executive
Frank Zaremba, Project Manager



Description

The Purpose of this project was two-fold. At its core, the purpose was to alleviate flooding of both the nearby neighborhoods and the adjacent zoo. In addition to the stormwater management component, the challenge was to create an overall enjoyable sense of place at this 113 acre regional park. This design/build located just a few miles from the Town of Palm Beach included as its

Mock-Roos designed stormwater components: pipe, a severing structure with transfer pumps and expanded lakes, additionally, the scope of work included: litorial plantings, roadway improvements, fountains, pedestrian walkways, signage and graphics, art in public places, a dog park, 20 pavilions, themed playgrounds, restrooms, a timber 2 lane bridge designed to DOT standards, landscape and irrigation.

Key Similarities:

- Coordination with Power Company/ Undergrounding of electrical Services
- Storm Water System Modifications
- Street Lighting with Underground Feeds
- Paving & Grading
- Landscaping
- Work in Residents Property
- Resident & Business Outreach
- Maintenance of Traffic
- Included Design Team Member Mock-Roos & Associates
- Included Proposed Whiting-Turner Team Members

This project also received special funding from FPL for landscape screening around their on-site substation

CARVER CANAL DRAINAGE IMPROVEMENTS

Location

West Palm Beach, Florida

Owner

City of West Palm Beach
Ms. Dorritt Miller
Deputy City Administrator
401 Clematis Street, 2nd Floor
West Palm Beach, FL 33401
P: (561) 659-8024
E: dmiller@wpb.org

Engineer

Arcadis
Mr. Hank Deibel
Engineer of Record
2081 Vista Parkway
West Palm Beach, FL 33411
P: (561) 697-7075
E: hank.deibel@arcadisus.com

Total Cost

Original: \$1,457,341

Final: \$1,448,127*

*Difference is credits for remaining allowances

Start Date

May 2007

Completion Date

September 2007

Delivery Method

General Contract

Schedule Compliance

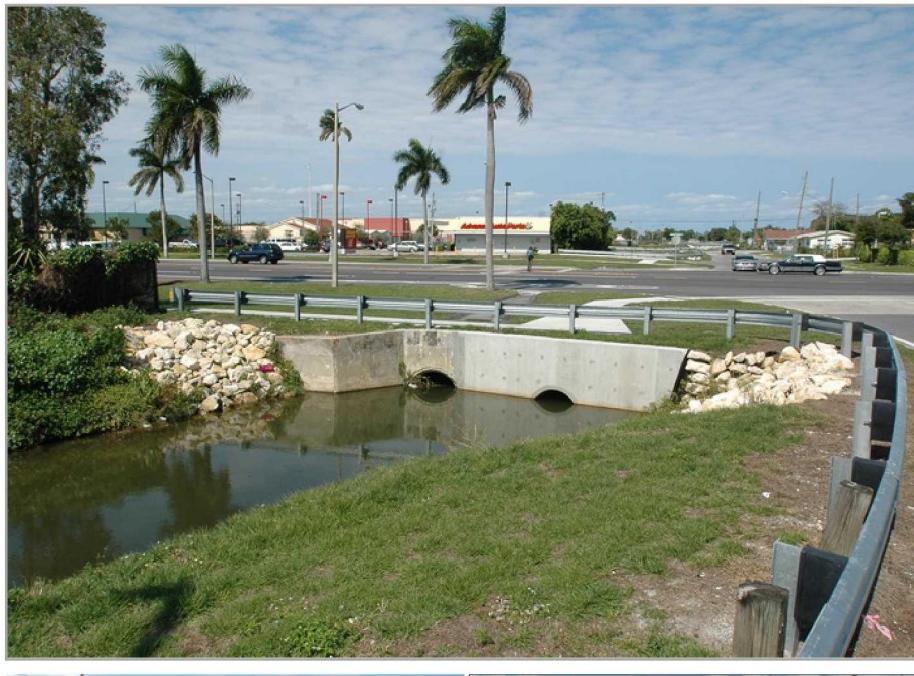
Completed on time

Budget Compliance

Completed within Budget

Proposed Team Members

- Rob Mitchell, Project Executive
- Frank Zaremba, Sr. Project Manager
- Matt Moo Young, Project Manager
- Bo Huggins, Superintendent



Project Description

In order to increase the flow of stormwater through a canal to prevent future flooding, a 48" steel pipe was jack and bored below two roads and open cut installation was used on one road, for a total of three street crossings. Project included one crossing of heavily trafficked **Palm Beach Lakes Boulevard**, as well as two crossings in a downtown urban neighborhood. Also included in the scope of work were sidewalks, asphalt paving, guard rail and landscaping.

Key Similarities:

- Gas Company Coordination
- Storm Water System Modifications
- Paving & Grading
- Landscaping
- Directional Drilling
- Work in Residents Property
- Resident & Business Outreach
- Maintenance of Traffic
- Included Proposed Whiting-Turner Team Members

ROSEMARY AVENUE IMPROVEMENTS

Location

West Palm Beach, Florida

Owner

City of West Palm Beach
Ms. Dorritt Miller
Deputy City Administrator
401 Clematis Street, 2nd Floor
West Palm Beach, FL 33401
P: (561) 659-8024
E: dmiller@wpb.org



Architect

LBFH, Inc.
Mr. Jeff Renault
(Formerly with LBFH, Inc.)
P: (561) 626-8806
E: jeffrenault@yahoo.com

Total Cost

Original: \$3,644,416
Final: \$3,554,041*
*Cost savings returned to owner

Start Date

December 2005

Completion Date

October 2006

Delivery Method

General Contract

Schedule Compliance

Completed on time

Budget Compliance

Within Budget

Liquidated Damages

None

Proposed Team Members

- Rob Mitchell, Project Executive
- Frank Zaremba, Sr. Project Manager
- Matt Moo Young, Project Manager



Project Description

Underground utilities (storm water, water main, sanitary sewer), roadwork, sitework and flatwork, traffic calming, street lighting, landscaping and irrigation from 2nd Street to 7th Street and West Railroad Avenue, including side streets, curbing and sidewalks.

Key Similarities:

- Telephone Company Coordination
- Gas Company Coordination
- Water Mains/ Coordination with West Palm Beach
- Storm Water System Modifications
- Street Lighting with Underground Feeds
- Paving & Grading
- Landscaping
- Resident & Business Outreach
- Maintenance of Traffic
- Included Proposed Whiting-Turner Team Members

STORM SEWER IMPROVEMENTS

Project Location

West Palm Beach, Florida

Owner

City of West Palm Beach
Ms. Dorritt Miller
Deputy City Administrator
401 Clematis Street, 2nd Floor
West Palm Beach, FL 33401
P: (561) 659-8024
E: dmiller@wpb.org



Engineer

Mathews Consulting, Inc.
Mr. David Mathews, P.E.
Vice President
1601 Belvedere Road, Suite 215 S.
West Palm Beach, FL 33402
P: (561) 478-7961
dmathews@mathewscopyinginc.com



Total Cost

Original: \$10,124,310

Final: \$9,411,345*

*Cost savings returned to Owner

Start Date

June 2002

Completion Date

June 2003

Delivery Method

Construction manager at risk

Schedule Compliance

Completed on time

Budget Compliance

Under Budget - Savings utilized by Owner to improve additional roadways

Liquidated Damages

None

Proposed Team Members

- Rob Mitchell, Project Executive
- Frank Zaremba, Sr. Project Manager

Project Description

Replacement of existing utilities, asphalt, curb, walkways and landscape throughout the City of West of Palm Beach on approximately eight streets. This project pulled together three separate roadway projects that were in the early stages of design by three separate Civil Engineering firms and consolidated the projects under the management umbrella of Whiting-Turner.

Key Similarities:

- Telephone Company Coordination
- Gas Company Coordination
- Water Mains/ Coordination with West Palm Beach
- Storm Water System Modifications
- Street Lighting with Underground Feeds
- Paving & Grading
- Landscaping
- Work in Residents Property
- Resident & Business Outreach
- Maintenance of Traffic
- Included Proposed Whiting-Turner Team Members

FLAGLER DRIVE SEWER IMPROVEMENTS

Project Location

West Palm Beach, Florida

Owner

City of West Palm Beach
Ms. Dorritt Miller
Deputy City Administrator
401 Clematis Street, 2nd Floor
West Palm Beach, FL 33401
P: (561) 659-8024
E: dmiller@wpb.org



Engineer

Mathews Consulting, Inc.
Mr. David Mathews, PE
Vice President
1601 Belvedere Road, Suite 215 S.
West Palm Beach, FL 33402
P: (561) 478-7961
dmathews@mathewsconsultinginc.com



Total Cost

Original: \$5,650,000

Final: \$3,623,844*

*Cost savings returned to owner



Start Date

January 2002

Completion Date

August 2002

Delivery Method

Construction Management at Risk

Schedule Compliance

Completed on Time

Budget Compliance

Under Budget

Cost Savings returned to Owner

Liquidated Damages

None

Proposed Team Members

- Rob Mitchell, Project Executive
- Frank Zaremba, Sr. Project Manager

Project Description

Rehabilitation of three lift stations including pump replacement at two of the lift stations, 11,000 LF of 12" to 18" directionally drilled pipe, 6,000 LF of 16" open cut, ductile iron sanitary sewer pipe, and 1,400 LF of 12" to 18" DIP sanitary sewer improved through pipe bursting.

The original contract value for this project was established at \$5,650,000 with a completion date of September 30, 2002. With the proactive management approach applied by our team, we were able to complete the project under budget at only \$3,623,844 (cost savings returned to the City) and one month ahead of schedule.

A large part of the cost savings was the result of Whiting-Turner pricing some sections of the project as an "open cut" alternate that the Owner chose to accept, instead of horizontally directionally drilling the entire project.

Key Similarities:

- Paving & Grading
- Landscaping
- Directional Drilling
- Resident & Business Outreach
- Maintenance of Traffic

Large Scale Local HDD
Project

CROTON WAY IMPROVEMENTS PHASE I (WATER & SEWER)

Location

West Palm Beach, FL

Cost

\$228,408

Owner

City of West Palm Beach
Engineering Department
401 Clematis Street, 5th Floor
West Palm Beach, FL 33401

Owner Reference Contact

Ms. Laura Le, P.E.
Senior Project Engineer
Phone: 561-494-1093
Email: lle@wpb.org

Engineer

City in-house design

Delivery Method

General Contract (Low Bidder)

Start Date

August 2011

Completion Date

January 2012

Schedule

Completed on time

Budget

Completed within budget:
Original Cost: \$198,489
Final Cost: \$228,408



Description

Furnish and install both water and sewer in the 300 block of Croton Way. The scope of work also included narrowing and reconstruction of the roadway, replacement of curbs, sidewalk, driveways and landscaping, and restoration to all disturbed areas, as well as community outreach.

Proposed Team Members

- Rob Mitchell, Project Executive
- Frank Zaremba, Sr. Project Manager
- Matt Moo Young, Project Manager

Key Similarities:

- Gas Company Coordination (FPU)
- Water Mains/ Coordination with West Palm Beach
- Paving & Grading
- Landscaping
- Resident & Business Outreach
- Maintenance of Traffic

HIBISCUS STREET 12" WATERMAIN INSTALLATION

Location

West Palm Beach, FL

Cost

\$177,474

Owner

City of West Palm Beach
Engineering Department
401 Clematis Street
West Palm Beach, FL 33401

Owner Reference Contact

Ms. Laura Le, P.E.
Senior Project Engineer
Phone: 561-494-1093
Email: lle@wpb.org

Delivery Method

General Contract (Low Bidder)

Start Date

March 2011

Completion Date

September 2011

Schedule

Completed on time

Budget

Original Cost: \$177,936
Final Cost: \$177,474*

*Cost savings returned to owner



Description

Removal or grouting of the existing 10" water main and replacement with a new 12" DIP water main. The scope of work included maintenance of traffic, restoration and community outreach.

Proposed Team Members

- Rob Mitchell, Project Executive
- Frank Zaremba, Sr. Project Manager
- Matt Moo Young, Project Manager

Key Similarities:

- Water Mains/ Coordination with West Palm Beach
- Paving & Grading
- Resident & Business Outreach
- Maintenance of Traffic

5

STAFF QUALIFICATIONS

A truly seamless approach is one benefit realized by Whiting-Turner's approach to project management. Many of our competitors are departmentalized, with a remote party managing preconstruction, then handing it off to field managers.

The problem with this approach is that "estimators" do not hold the field-experienced knowledge to apply real value in preconstruction, nor are they accountable for the accuracy of their efforts in following the project through. Our team is committed to your project from inception through completion. They are all not only experienced with numerous similar projects, but in working together AS A TEAM on those projects.



Frank Zaremba, Senior Project Manager,

Frank Zaremba will be your primary point of contact throughout all phases of the work. Although he will be fervently supported by the entirety of our team, he is your "go to". If there is a question or challenge, there is never a doubt of who to call for an immediate response.



Matt Moo Young, Project Manager

As is the Whiting-Turner way, Matt has been cross-trained in a variety of project types and in all phases of construction from preconstruction through to project close-out. Matt and Frank have managed municipal projects together in and around the Town of Palm Beach for nearly 20 years.



Bo Huggins, Superintendent/Fulltime Public Safety/Private Property & Community Correspondent

Bo will be the full time Whiting-Turner field representative and will be on site at all times during construction. In addition to construction coordination, Bo's emphases will be on ensuring public safety, coordinating the work that directly affects residents, such as maintenance of traffic (M.O.T) and deliveries, and addressing any daily concerns of the public.



Mike DiRocco, MEP Manager

Although we are non-departmentalized, we have developed some specialty groups, such as our Electrical/Mechanical division, that are available to assist our projects on an as needed basis. The M/E group, as they are known, assists with many of our more technical projects such as data centers, electrical substations, solar farms and the like. As a Journeyman Electrician and an electrical estimator Mike will lend his assistance towards assuring the success of our project.

5 STAFF QUALIFICATIONS



Terry Tuffie, EH&S Manager

Terry Travels the state of Florida for us and shares his safety expertise with our individual project teams.

Terry will consult with our team while the job specific safety plan is developed, and he will support the team as an in-house resource throughout the project.



Chuck Bender, Sr. Superintendent

Chuck is responsible for all of our south Florida field operations. Chuck will review and assist with our safety, staging, and general field operations plans. Chuck will consult with Bo on a weekly basis and will support our field operations by ensuring that Whiting-Turner is providing our field staff with the optimal resources to construct your project.



Robert H. Mitchell, Division Vice President

Rob is the project executive; he will ensure that the project is staffed and equipped to match the challenges of the specific project. Rob will be involved initially assisting to finalize the contract agreement, and throughout the balance of the project Rob ensures that the proper resources are provided to our project team.

Our team is supported by the entirety of Whiting-Turner; should there ever be a concern regarding Whiting-Turner's ability to exceed your expectation, we encourage you to discuss your concerns with Rob and Frank, so that any concerns are be addressed promptly.



FRANK ZAREMBA

SR. PROJECT MANAGER

KEY QUALIFICATIONS

- 34 years in the construction industry, 30 years with Whiting-Turner.
- Palm Beach County resident.
- Over \$190 million of utilities, infrastructure and sitework experience.
- Proven track record within the local construction environment.
- OSHA 30-Hour Certified
- First Aid & CPR Certified by the American Red Cross

RELEVANT PROJECT HISTORY

The Town of Palm Beach

- North Flagler Drive and 23rd Street Force Main Improvements: (CM at Risk) Install 4,500 LF of 24" PVC force main and replace 30" DIP in various roadway locations. \$5,025,000
- North Lake Way & Laurian Lane Infrastructure Improvements: Roadway and utility improvements in a high end Town of Palm Beach residential neighborhood. Utility work includes potable water, sanitary sewer, and storm sewer improvements. Palm Beach, FL. \$772,000

City of Pompano Beach

Pompano Beach Fishing Pier *Preconstruction*: (CM at Risk) services include pre-construction analysis for the Pompano Beach Fishing Pier including structural replacement of an existing +/-1000 LF fishing pier using the "Top Down Approach", addition of pedestrian lighting, educational placards and signage, shade structures, conversion of existing overhead utilities (e.g. electric, telephone and cable TV) to underground distribution, installation of new drainage, replacement of water and sewer distribution lines, and streetscape improvements, including lighting, sidewalks, pavement and landscaping, and other improvements outlined in the final construction plans. Pompano Beach, FL \$96,900.

City of Pompano Beach CRA

MLK Watermain & Streetscape Improvements: (CM at Risk) Scope of work includes community outreach with businesses and residences, maintenance of traffic on county and DOT roads, 1400 LF of 12" Watermain, storm drainage, replacement of existing roadway and regrading, dividing island, sidewalks, curb & gutter, landscaping, irrigation and pedestrian lighting. Also includes coordination with FPL, Comcast, and AT&T to relocate all overhead services from old timber poles to new concrete poles in preferred locations. Pompano Beach, FL. \$3,850,000.

City of Coral Springs

Downtown Infrastructure Improvements: (CM at Risk) Preconstruction Services included evaluation of the construction of eight (8) right turn lanes improvements, undergrounding of electrical and data cables, landscaping, lighting, signalization, culvert extensions and sidewalk construction. Installation of water mains and public art features. Construction included 1,000 LF of 8x7 concrete culvert, 1,400 LF of 12" Watermain, new curb & gutter, roadway, median island, landscape & irrigation, site lighting, as well as an extensive artscape walk to be used for special events. Coral Springs, FL. \$4.2 Million

City of West Palm Beach

- Northwood Railroad Utility Relocations: (CM at Risk) Relocate existing City Utilities (water, sewer, and storm) in anticipation of pending railroad track construction by the FDOT. The project was federally funded and was a FDOT project administered through the City of West Palm Beach. Kimley-Horn was the Engineer of Record. West Palm Beach, FL. \$2.56 Million
- WTP FPL Evernia Substation Feed: Provide labor, equipment & material necessary to construct a FPL ductbank from FPL Evernia Substation to existing FPL manhole



FRANK ZAREMBA

SR. PROJECT MANAGER

south of High Service Pump Station #2, a WTP electrical ductbank for future use, a 24" DIP for future use and a 6" DIP for future use. FPL to provide concrete vaults, conduits and cables, and terminations of the 13kV feed. West Palm Beach, FL. \$1.4 Million

- Water Treatment Plant Access Driveway. Construct deceleration/ acceleration lanes at water treatment plant entry. Also includes security gate, fiber optic cable, 1200 LF of paved roadway, parking areas, landscaping, irrigation, and lighting. West Palm Beach, FL. \$1.7 Million
- ECR Effluent Piping & Valve Improvements: Modification to 42"/48" effluent pipe at an existing waste water treatment plant. Scope of work includes 2 wet taps, pipe reconfiguration, 100lf of sheeting, and new electric valve actuators. West Palm Beach, FL. \$447,000
- Everglades Club Emergency Water Main Repairs: A water main break occurred at the connection of a dated 16" CIP watermain to a 20" watermain. Given the potential for resulting damage, the City of West Palm Beach declared the repair an emergency & awarded Whiting-Turner the repair work under the terms of our existing annual contract with them for Utility Construction Services. There are no valves to isolate the pipe from the main **Town of Palm Beach** water supply. This scope included exploratory excavation to better determine the necessary repairs, dewatering, installation of line stops to isolate the repair, replacement of about 30' of watermain and associated fittings, as well as restoration of the surrounding country club area. West Palm Beach, FL. \$150,000
- Dreher Park: Design/build improvements to an existing 113-acre regional park. The work included the excavation of two lakes along with stormwater piping. West Palm Beach, FL. \$6 Million
- Parks Project: (CM at Risk) this project was broken up into various parks throughout the City of West Palm Beach including Apoxee Park, Phipps Park, South Olive Park, Gaines Park and Howard Park. West Palm Beach, FL. \$10 Million
- City Commons Waterfront Docks: (CM at Risk) Construction of a municipal floating dock system in the intercoastal waterways of downtown West Palm Beach. West Palm Beach, FL. \$6 Million
- East Central Regional Wastewater Treatment Facility: Miscellaneous repairs at an existing wastewater treatment facility. West Palm Beach, FL. \$4 Million
- ECR Wastewater Treatment Facility WAS Improvements: Replacement of valves in pump stations and valve pits at seven of the eight clarifiers at this wastewater treatment facility. West Palm Beach, FL. \$800,000
- Carver Canal: In order to increase the flow of stormwater through a canal, a 48" steel pipe was bored below two roads and open cut on one road, for a total of three street crossings. West Palm Beach, FL. \$1 Million
- Storm Sewer Improvement Project: (CM at Risk) Renovation of eight streets including existing utilities, asphalt, curb, walkways and landscape. West Palm Beach, FL. \$10 million
- Rosemary Avenue Improvements, Phase I: Underground utilities (storm water, water main, and sanitary sewer), roadwork, sitework and flatwork, traffic calming, street lighting, landscaping and irrigation. West Palm Beach, FL. \$4 Million
- Windsor Avenue Improvements: Reconstruction of roadway, curb, sidewalks, drainage system, water system, sewer system, signage, striping, landscaping, irrigation and street lighting. West Palm Beach, FL. \$1 Million
- Broadmoor Neighborhood Improvements. Installation of new utility infrastructure and reconstructing (13) existing streets in the southern limits of West Palm Beach. Work included an extensive amount of roadwork, sitework, underground utilities, plumbing, site electrical and landscaping. West Palm Beach, FL. \$10 Million
- Flagler Drive Sanitary Sewer Improvements (CM at-Risk). West Palm Beach, FL. \$4 million

The Palladium Company

- Renaissance Project: CM at-Risk, 250 CFS pump station, 200 LF of 84-inch jack and bore beneath a railroad track and major roadway, chemical treatment systems and a five-acre wetland cell. West Palm Beach, FL. \$9 Million
- CityPlace: CM at-Risk, urban renewal, mixed-use development spanning six city blocks with 625,000 SF of retail/entertainment, 120,000 SF of residential units, four parking decks, and extensive hardscape, fountains and sitework. West Palm Beach, FL. \$113 Million



FRANK ZAREMBA

SR. PROJECT MANAGER

EDUCATION

- Master of Administrative Science, The Johns Hopkins University, 1991.
- Bachelor of Science, Civil Engineering, University of Delaware, 1986.

REFERENCES

- Mr. Charles Langley, Town of Palm Beach, 561-838-5440.
- Ms. Dorritt Miller, Deputy City Administrator, City of W. Palm Beach, 561-659-8024.
- Mr. Horacio Danovich, CIP Engineer, City of Pompano Beach, 954-786-7834.
- Mr. Ron Stein, Construction Project Manager, City of Coral Springs, 954-346-1739.
- Ms. Joan Goldberg, *formerly PM with City of West Palm Beach*, 561-319-0285.
- Ms. Edna Bonelli, Project Engineer, City of West Palm Beach, 561-494-1157.
- Mr. Daniel Roberge, Sr. Project Engineer, City of West Palm Beach, 561-644-7427.
- Ms. Laura Le, Sr. Project Engineer, City of West Palm Beach, 561-494-1093.
- Mr. Sam Heady, *formerly the Assistant Utility Director for the City of West Palm Beach*, currently the Deputy Director of Utilities for the Village of Tequesta, 561-722-1167, sheady@tequesta.org.
- Mr. Rolando Nigaglioni, *formerly Exec. Mgr. Water Reclamation Svcs., City of West Palm Beach*, currently Const. Contracts Administrator, Broward County, 772-380-6005.
- Mr. Ed Mitchell, *formerly with the City of West Palm Beach*, currently Senior Vice President at US Water Services Corporation, 772-848-8292.
- Ms. Karen Brandon, PE, West Palm Branch Manager, AECOM, 561-684-3375.
- Ms. Melanie Straub, Construction Mgr., Florida Dept. of Transportation, 561-370-1125.
- Mr. Peter Moore, President, Chen-Moore & Associates, 954-818-9552.

ACCOLADES:

"You are definitely a man of your word, and I would like to thank you for your quick, effective response to our concerns regarding the pump noise. The replacement pump is much quieter, and we enjoyed a much needed good night's sleep. It is refreshing to know there are still people who follow through on a promise and do what they say they will do. Any praise that is heaped upon you is richly deserved, and I am the first in line to do so."

Lou Lou Gordon

Resident, City of West Palm Beach on Flagler Drive Regarding the Town of Palm Beach's Force Main Project

"Your prompt response when called on for assistance, and your thorough follow up on the things you said you would do is an outstanding and impressive example of the professionalism and skill you exhibit in representing The Whiting-Turner Contracting Company. They are fortunate to have someone as customer friendly and oriented as you are...Many thanks again, and I shall be a strong and enthusiastic supporter of Frank Zaremba at each and every opportunity I have to publicly offer my thoughts and comments"

John A. Eudy, CPM, RPA, CSM

Director of Operations

CityPlace

"The Whiting-Turner Firm has been consistent in delivering the City of West Palm Beach a quality product, on time and within budget, with a willingness to meet and resolve challenges. Please accept my thanks and appreciation on behalf of the Mayor, the City Commission and the residents of West Palm Beach."

Ed Mitchell

City Administrator

The City of West Palm Beach





MATT MOO YOUNG

PROJECT MANAGER

KEY QUALIFICATIONS

- 21 years in the construction industry, 17 years with Whiting-Turner.
- Comprehensive knowledge of all aspects of preconstruction services, construction, contract negotiations and scheduling.
- Proven track record within the local construction environment.
- OSHA 30-Hour certified

RELEVANT PROJECT HISTORY

The Town of Palm Beach

North Lake Way & Laurian Lane Infrastructure Improvements: Roadway and utility improvements in a high end Town of Palm Beach residential neighborhood. Utility work includes potable water, sanitary sewer, and storm sewer improvements. Palm Beach, FL. \$772,000



City of Pompano Beach CRA

MLK Watermain & Streetscape Improvements: (CM at Risk) Scope of work includes community outreach with businesses and residences, maintenance of traffic on county and DOT roads, 1400 LF of 12" Watermain, storm drainage, replacement of existing roadway and regrading, dividing island, sidewalks, curb & gutter, landscaping, irrigation and pedestrian lighting. Also includes coordination with FPL, Comcast, and AT&T to relocate all overhead services from old timber poles to new concrete poles in preferred locations. Pompano Beach, FL. \$3,850,000.



City of Coral Springs

Downtown Infrastructure Improvements: (CM at Risk) Preconstruction Services included evaluation of the construction of eight (8) right turn lanes improvements, undergrounding of electrical and data cables, landscaping, lighting, signalization, culvert extensions and sidewalk construction. Installation of water mains and public art features. Construction included 1,000 LF of 8x7 concrete culvert, 1,400 LF of 12" Watermain, new curb & gutter, roadway, median island, landscape & irrigation, site lighting, as well as an extensive artscape walk to be used for special events. Coral Springs, FL. \$4.2 Million



City of West Palm Beach

- Northwood Railroad Utility Relocations: (CM at Risk) Relocate existing City Utilities (water, sewer, and storm) in anticipation of pending railroad track construction by the FDOT. The project was federally funded and was a FDOT project administered through the City of West Palm Beach. Kimley-Horn was the Engineer of Record. West Palm Beach, FL. \$2.56 Million
- WTP FPL Evernia Substation Feed: Provide labor, equipment & material necessary to construct a FPL ductbank from FPL Evernia Substation to existing FPL manhole south of High Service Pump Station #2, a WTP electrical ductbank for future use, a 24" DIP for future use and a 6" DIP for future use. FPL to provide concrete vaults, conduits and cables, and terminations of the 13kV feed. West Palm Beach, FL. \$1.4 Million
- Water Treatment Plant Access Driveway. Construct deceleration/ acceleration lanes at water treatment plant entry. Also includes security gate, fiber optic cable, 1200 LF of paved roadway, parking areas, landscaping, irrigation, and lighting. West Palm Beach, FL. \$1.7 Million
- ECR Effluent Piping & Valve Improvements: Modification to 42"/48" effluent pipe at an existing waste water treatment plant. Scope of work includes 2 wet taps, pipe reconfiguration, 100lf of sheeting, and new electric valve actuators. West Palm Beach, FL. \$447,000
- Everglades Club Emergency Water Main Repairs: A water main break occurred at the connection of a dated 16" CIP watermain to a 20" watermain. Given the potential for resulting damage, the City of West Palm Beach declared the repair an emergency & awarded Whiting-Turner the repair work under the terms of our existing annual



MATT MOO YOUNG

PROJECT MANAGER

contract with them for Utility Construction Services. There are no valves to isolate the pipe from the main **Town of Palm Beach** water supply. This scope included exploratory excavation to better determine the necessary repairs, dewatering, installation of line stops to isolate the repair, replacement of about 30' of watermain and associated fittings, as well as restoration of the surrounding country club area. West Palm Beach, FL. \$150,000

- Dreher Park: Design/build improvements to an existing 113-acre regional park. The work included the excavation of two lakes along with stormwater piping and a pumping station. Also included a new irrigation system including two remote powered pump stations, the addition of over 5,000 new native plants, interactive education centers, pavilion repairs and refurbishment, a wood vehicular bridge, two pedestrian bridges, two refurbished observation docks, an artist-designed observation dock, two dog parks and a 15' sculpture installed in the middle of the north lake. West Palm Beach, FL. \$6 Million
- Parks Project: (CM at Risk) this project was broken up into various parks throughout the City of West Palm Beach including Apoxee Park, Phipps Park, South Olive Park, Gaines Park and Howard Park. The scope of work included construction of a community center, boardwalk, wet-play facility, skate park/pro shop, hockey rink, tennis center, pavilions and parking lots. In addition, this project included vast amounts of underground utilities and landscaping. West Palm Beach, FL. \$10 Million
- City Commons Waterfront Docks: (CM at Risk) Construction of a municipal floating dock system in the intercoastal waterways of downtown West Palm Beach. Included floating docks, marina utilities, steel pilings, land connection structures and aluminum gangways, and was comprised of three dock structures totaling 26,000 SF. West Palm Beach, FL. \$6 Million
- East Central Regional Wastewater Treatment Facility: Miscellaneous repairs at an existing wastewater treatment facility. Included cleaning sludge from a football field-sized basin, repairing leaking hot air stainless steel pipes, replacing 30" check valves and gate valves, and cleaning and repairing the existing headworks. West Palm Beach, FL. \$4 Million
- ECR Wastewater Treatment Facility WAS Improvements: Replacement of valves in pump stations and valve pits at seven of the eight clarifiers at this wastewater treatment facility. The scope of work includes ground water dewatering and emptying of each clarifier, as well as cleaning and isolation of the channels leading to the weir gates. West Palm Beach, FL. \$800,000
- Carver Canal: In order to increase the flow of stormwater through a canal, a 48" steel pipe was bored below two roads and open cut on one road, for a total of three street crossings. Project included miscellaneous repairs to sidewalks, asphalt, guard rail, etc. West Palm Beach, FL. \$1 Million
- Rosemary Avenue Improvements, Phase I: Underground utilities (storm water, water main, and sanitary sewer), roadwork, sitework and flatwork, traffic calming, street lighting, landscaping and irrigation. West Palm Beach, FL. \$4 Million
- Windsor Avenue Improvements: Reconstruction of roadway, curb, sidewalks, drainage system, water system, sewer system, signage, striping, landscaping, irrigation and street lighting. West Palm Beach, FL. \$1 Million
- Broadmoor Neighborhood Improvements. Installation of new utility infrastructure and reconstructing (13) existing streets in the southern limits of West Palm Beach. Work included an extensive amount of roadwork, sitework, underground utilities, plumbing, site electrical and landscaping. West Palm Beach, FL. \$10 Million

EDUCATION

- Bachelor of Science, Construction Management, Florida International University, 2007
- Diploma, Architectural Technology, Caribbean School of Architecture, University of Technology, Jamaica, 1996

REFERENCES

- Mr. Charles Langley, Town of Palm Beach, 561-838-5440.
- Mr. Peter Moore, President, Chen-Moore & Associates, 954-818-9552.
- Mr. Horacio Danovich, CIP Engineer, City of Pompano Beach, 954-786-7834.
- Mr. Ron Stein, Construction Project Manager, City of Coral Springs, 954-346-1739.
- Mr. Daniel Roberge, Sr. Project Engineer, City of West Palm Beach, 561-644-7427.
- Ms. Laura Le, Sr. Project Engineer, City of West Palm Beach, 561-494-1093.





BO HUGGINS

SUPERINTENDENT

KEY QUALIFICATIONS

- 40 years in the construction industry, 18 with Whiting-Turner.
- Palm Beach County resident.
- OSHA 30-hour certified
- First Aid & CPR certified by The American Red Cross
- Extensive experience in planning complex projects
- Excellent safety record
- Great strength in team leadership
- Excellent communicator with owners and design team

RELEVANT PROJECT HISTORY

The Town of Palm Beach

- North Flagler Drive and 23rd Street Force Main Improvements: (CM at Risk) Install 4,500 LF of 24" PVC force main and replace 30" DIP in various roadway locations. \$5,025,000
- North Lake Way & Laurian Lane Infrastructure Improvements: Roadway and utility improvements in a high end Town of Palm Beach residential neighborhood. Utility work includes potable water, sanitary sewer, and storm sewer improvements. Palm Beach, FL. \$772,000

City of Pompano Beach CRA

MLK Watermain & Streetscape Improvements: (CM at Risk) Scope of work includes community outreach with businesses and residences, maintenance of traffic on county and DOT roads, 1400 LF of 12" Watermain, storm drainage, replacement of existing roadway and regrading, dividing island, sidewalks, curb & gutter, landscaping, irrigation and pedestrian lighting. Also includes coordination with FPL, Comcast, and AT&T to relocate all overhead services from old timber poles to new concrete poles in preferred locations. Pompano Beach, FL. \$3,850,000.

City of Coral Springs

Downtown Infrastructure Improvements: (CM at Risk) Preconstruction Services included evaluation of the construction of eight (8) right turn lanes improvements, undergrounding of electrical and data cables, landscaping, lighting, signalization, culvert extensions and sidewalk construction. Installation of water mains and public art features. Construction included 1,000 LF of 8x7 concrete culvert, 1,400 LF of 12" Watermain, new curb & gutter, roadway, median island, landscape & irrigation, site lighting, as well as an extensive artscape walk to be used for special events. Coral Springs, FL. \$4.2 Million

City of West Palm Beach

- Northwood Railroad Utility Relocations: (CM at Risk) Relocate existing City Utilities (water, sewer, and storm) in anticipation of pending railroad track construction by the FDOT. The project was federally funded and was a FDOT project administered through the City of West Palm Beach. Kimley-Horn was the Engineer of Record. West Palm Beach, FL. \$2.56 Million
- WTP FPL Evernia Substation Feed: Provide labor, equipment & material necessary to construct a FPL ductbank from FPL Evernia Substation to existing FPL manhole south of High Service Pump Station #2, a WTP electrical ductbank for future use, a 24" DIP for future use and a 6" DIP for future use. FPL to provide concrete vaults, conduits and cables, and terminations of the 13kV feed. West Palm Beach, FL. \$1.4 Million
- Water Treatment Plant Access Driveway. Construct deceleration/ acceleration lanes at water treatment plant entry. Also includes security gate, fiber optic cable, 1200 LF of paved roadway, parking areas, landscaping, irrigation, and lighting. West Palm Beach, FL. \$1.7 Million
- City Commons Waterfront Docks: (CM at Risk) Construction of a municipal floating dock system in the intercoastal waterways of downtown West Palm Beach. Included



BO HUGGINS

SUPERINTENDENT

floating docks, marina utilities, steel pilings, land connection structures and aluminum gangways, and was comprised of three dock structures totaling 26,000 SF. West Palm Beach, FL. \$6 Million

- Broadmoor Neighborhood Improvements. Installation of new utility infrastructure and reconstructing (13) existing streets in the southern limits of West Palm Beach. Work included an extensive amount of roadwork, sitework, underground utilities, plumbing, site electrical and landscaping. West Palm Beach, FL. \$10 Million

EDUCATION

- Graduated Jupiter High School 1980
- Attended Palm Beach Community College 1981 to 1984, pursuing AS in construction management

REFERENCES

- Mr. Horacio Danovich, CIP Engineer, City of Pompano Beach, 954-786-7834.
- Mr. Ron Stein, Construction Project Manager, City of Coral Springs, 954-346-1739.
- Mr. Ron Charter, Inspector, Kimley-Horn and Associates, 561-840-0813
- Mr. Peter Moore, President, Chen-Moore & Associates, 954-818-9552
- Mr. Hans Erie, Construction Coordinator Supervisor, City of West Palm Beach, 561-494-1099



MIKE DIROCCO

MEP MANAGER



KEY QUALIFICATIONS

- Entered the construction industry in 1989.
- Joined Whiting-Turner in 2008.
- Whiting-Turner Quality Control Award Recipient (2009/1).
- Over \$1 billion of construction experience.

PROJECT HISTORY

Division of Capital Asset Management & Maintenance (DCAMM)

- University of Massachusetts — Amherst, Life Science Laboratories: The 310,000 SF building consists of 180,000 SF life science laboratory space, together with offices, shared platforms and building support. The program for platform space includes containment, genomics, proteomics, low cytometry and research computation, as building envelopes. *This project is pursuing LEED® Gold certification.* Amherst, MA. \$132 million
- Greenfield Trial Court: This project consisted of an 80,000 SF, four-story building addition. The project also includes a partial demolition and renovations to the remaining 22,000 SF of the building. Greenfield, MA. \$52 million



Wexford Science + Technology

Wake Forest BioTech Place: The Biotech Place project involves the complete gut and renovation of a historic RJ Reynolds tobacco warehouse. One section of the building is five stories and 80 years old, and the connecting three-story section is 50 years old. The building was transformed into a biotech research facility for Wake Forest University Baptist Medical Center researchers and start-up biotech companies. The 270,000 SF building includes retail space, office space, an executive suite, conference facilities and a three-story atrium for functions. Winston-Salem, NC. \$76 million



Forest City Enterprises

Las Vegas City Hall: This project consisted of the construction of a 295,000 SF, seven-story, above-grade high-rise with an occupied basement level sited on 2.8 acres. The project includes offices, council chambers, a TV studio, retail and civic plazas. *This project received LEED Gold certification and was awarded the 2013 Public Works Projects of the Year award by the American Public Works Association.* Las Vegas, NV. \$95 million



The Johns Hopkins University

- Undergraduate Teaching Lab Addition to Mudd-Levi Hall: 100,000 SF addition to Mudd Hall for a laboratory fit-up space. Baltimore, MD. \$42.5 million
- Bio East Second Floor Renovation: 12,000 SF of laboratory space renovation of the occupied Bio East Building, adjacent to the new Undergraduate Teaching Lab. Baltimore, MD. \$2.2 million

Holy Cross Health

- Holy Cross Silver Spring Hospital: Preconstruction services for a new 100-bed hospital tower, central utility plant and parking garage. The preconstruction services included site logistics evaluation, project phasing, scheduling, constructability analysis and schematic design estimating. *This project is pursuing LEED certification.* Silver Spring, MD. \$133 million
- Holy Cross Germantown Hospital: Preconstruction services for a new ground-up, 100-bed, full-service hospital. The preconstruction services included site logistics evaluation, project phasing, scheduling, constructability analysis and schematic design estimating. *This project has achieved LEED Gold certification, as well as the 2015 Building Team Award (Gold) by Building Design & Construction (BD&C), 2015 Award of Merit, Health Care by ENR MidAtlantic, and the 2014 Craftsmanship Awards for Brick Masonry and Stone Masonry by Building Congress & Exchange.* Germantown, MD. \$85 million



MIKE DIROCCO

MEP MANAGER

Upper Chesapeake Health System

Cancer Center: This project was a total of 85,000 SF with 19,000 SF of expanded support space. 47,000 SF included the cancer program, support space (two LinAc Vaults – one fully built-out and one shell) and the rest is BGSF factor space (shafts, mechanical penthouse, etc.). The building was built to expand three floors vertically in the future. Bel Air, MD. \$35 million

University of Maryland Medical System

Shore Health: This project included preconstruction services for a new replacement hospital. Easton, MD. \$190 million

Howard County Hospital, Inc.

Campus Development Plan: This project included the 56,889 SF renovation of the existing hospital and the 115,238 SF construction of the new patient tower. The project also included the replacement of the existing emergency switchgear and backup generators, as well as the installation of new load shedding emergency switchgear and three generators with minimal down time by the hospital. Columbia, MD. \$47 million

PROJECT HISTORY PRIOR TO WHITING-TURNER

Mace Electric, Project Manager/Estimator

Significant Projects:

- Maryland Port Authority 300,000 SF warehouse
- Maryland Toll Facilities: Expansion of office and toll management building at the Francis Scott Key Bridge
- Howard County Public School renovation

Windsor Electric Company, Apprentice through Foreman

Significant Projects:

- North Arundel Hospital: Renovation of several lab areas
- Multiple renovations and new construction of office buildings

Maryland Humanities Council

Home Mutual Life Building: Interior construction at first floor of Home Mutual Life Building on Centre Street, including approximately 3,500 SF of renovated space. Baltimore, MD. \$250,000

PROFESSIONAL AFFILIATIONS/CERTIFICATIONS

Maryland State, Journeyman Electrician

EDUCATION

- Continuing Education Classes in Code Review, Trenching and Excavation Safety, Confined Space
- Harford County Electrical Apprenticeship, Journeyman Electrician Certificate 1992

REFERENCES

- Mr. Greg Dalton, Chief Estimator, Rommel Cranston Service, 410-252-7100
- Mr. Donald Kirk, President, Windsor Electric Company, 410-363-2300
- Mr. Jay Feiler, Sales Consultant, Mid-Atlantic Time Equipment, 333-920-3134





TERRY TUFFIE

EH&S MANAGER

KEY QUALIFICATIONS

Experienced and competent professional offering 25 years of experience in the Environmental Health & Safety fields, in the development, management and administration of EHS policies, programs and procedures. Strong technical and methodical aptitude with ability to analyze and synthesize data in determining and developing approaches to solutions. Fervent in ensuring EHS compliance with federal, state and local regulatory standards/requirements. Recommends improvements in complex processes, design, procedures, and operations to minimize potential EHS hazards. Strong interpersonal, organizational, and presentation skills. Excellent written and verbal communication abilities. Proficient in MS Office, MS Outlook, and Web based systems.

PROFESSIONAL AFFILIATIONS/CERTIFICATIONS

- Integrated Safety Management
- OSHA, EPA, DOT Compliance
- Certified OSHA 500 Trainer
- Behavior Based Safety
- USACE EM 385-1-1 Compliance
- 40 Hour Hazwoper
- ISO 9000 Lead Auditor
- Hazardous Waste Management
- Regulatory Permitting
- Risk Management
- Air Emission Control Systems
- Accident Investigation
- Documentation/Record Keeping
- EPA Storm Water ManagementRoot Cause Analysis
- Emergency Response Management
- Waste Water Treatment Compliance
- Strategic Planning
- EHS Program Development
- Fire Protection & Prevention
- Staff Training & Mentoring

SAFETY

- Minimized company's potential exposure to employee injuries, facility, equipment and production losses through the evaluation of conditions, work practices and personal behavior.
- Conduct accident/incident investigations, determine root causes, implement corrective actions, review lessons learned and develop - implement programs to prevent re-occurrence.
- Drive safety excellence and performance improvement through culture change and effective, sustainable management systems. Ensure leaders and employees are trained and equipped to manage safety.
- Perform safety audits, initiate/assign corrective actions, track closure of findings, and facilitate process action teams.
- Collaborate with the company to institute control and corrective measures for hazardous and potentially hazardous conditions and equipment. Review and updated safety policies in readiness for new guidelines.
- Establish EHS goals, foster a commitment from all levels in the organization to monitor, manage and achieve said goals by communicating expectations, providing training and field verification/feedback.
- Assist project teams in preparing Health Safety & Environmental Plans, Accident Prevention Plans and AHA's.
- Provide oversight for contractors and subcontractors as necessary to ensure compliance with OSHA, EM 385-1-1, EPA and DOT standards/regulations



WHITING-TURNER

TERRY TUFFIE

EH & S MANAGER

ENVIRONMENTAL

- Manage the execution of all environmental programs to minimize personal injury, risk factors, health hazards, environmental impacts and property loss, ensuring compliance with federal, state, and local regulations.
- Develop and implement emergency response/preparedness, hazardous waste minimization, and storm water pollution prevention plans, and administer all environmental training programs.
- Proficient in the application of NEPA, RCRA, CERCLA, CWA, CAA, DOT, OSHA, EPA, SARA, and other key environmental regulatory schemes.
- Prepare/submit regulatory permits and required reports. (Title V, SARA 311, 312, NPDES, Form R).
- Partner with plant personnel to collect and compile operating data for demonstrating compliance with government agencies. Maintain statistical data base pertaining to assigned environmental programs
- Review and approve environmental & safety processes, new chemicals and new equipment. Advise on the necessary actions required to meet compliance objectives.
- Point of contact for all regulatory official visits/inspections. Followed up on any issues of concern with regulatory officials in a timely manner, communicating the correspondence with plant/corporate staff.

EDUCATION

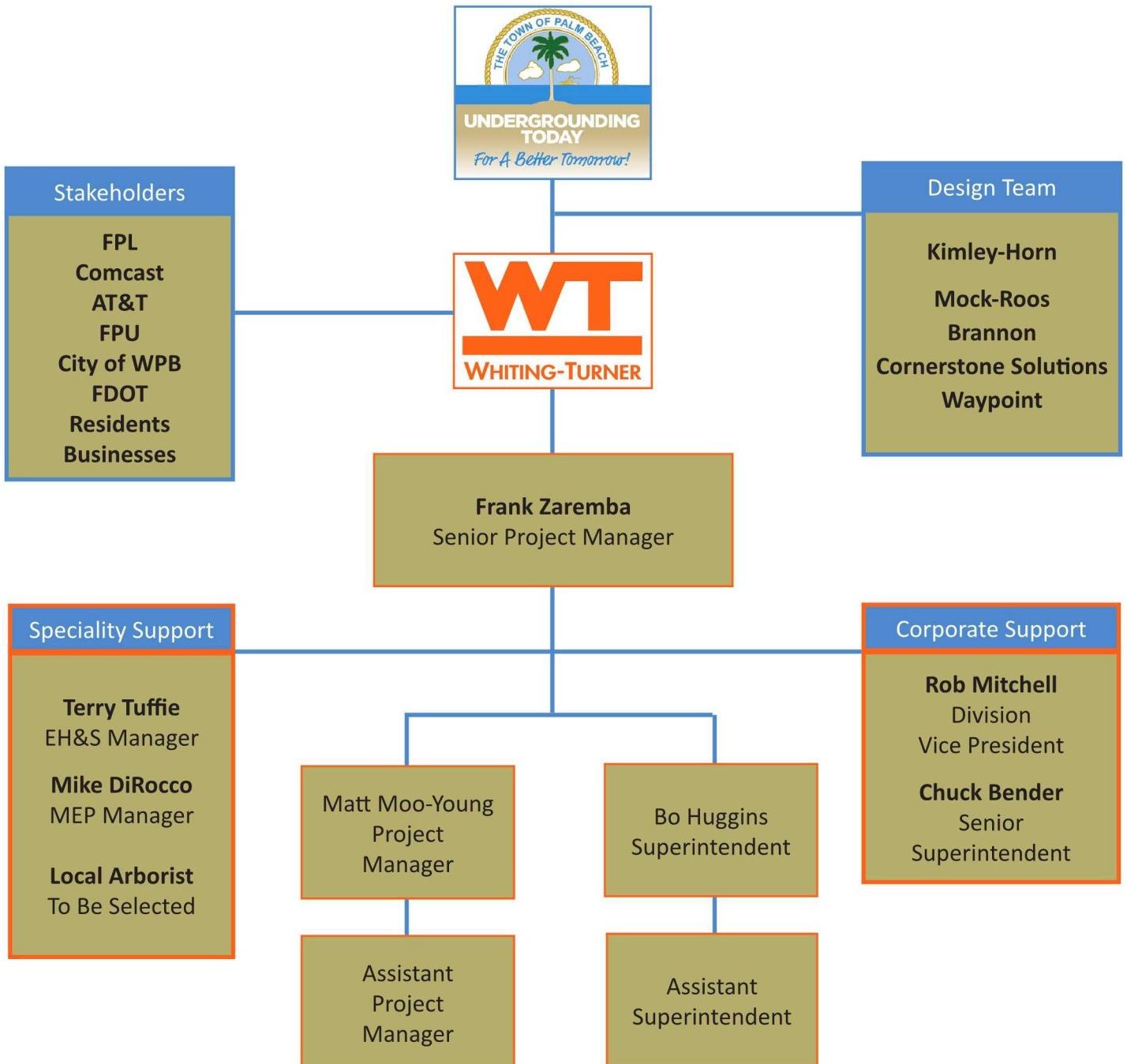
- Bachelor of Science Civil Engineering, Geneva College, Beaver Falls, PA, 1981
- ISO 9000 Lead Assessor, Perry Johnson, Inc, Southfield, MI, 1995
- Safe Start - Train The Trainer, Electrolab Training Systems, San Antonio, TX, 2008
- Environmental Compliance Assessment, Training, and Tracking System, US Army Corp Of Engineers, Mayport, FL, 2011
- OSHA 40 Hour Hazardous Waste Safety (HAZWOPER), Northeast Florida Safety Council, Jacksonville, FL, 2013
- OSHA 30 Hour Construction Safety, Advanced Online Solutions, Houston, TX, 2014
- First Aid, CPR AED Certification, American Red Cross, Salinas, CA, 2014
- 40-hour EM 385-1-1 Construction Safety Hazard Awareness for Contractors, OSHAcademy Safety Training, 2015
- 8 Hour Hazwoper Refresher, US Air Force – Eglin AFB, 2015
- OSHA Course 500 - Train The Trainer, University of Florida, Jacksonville, FL, 2015

MAJOR ACCOMPLISHMENTS

- Environmental Health & Safety Management:
- Implemented safety and workers' compensation programs, resulting in reduced lost time claims by 40%, reduced days lost to injury by 65%, and recovered \$200,000 in WC premiums.
- Developed a plant environmental data tracking matrix that was implemented globally, reducing corporate liability and increased EPA compliance.
- Co-chaired ergonomic steering committee that reduced stress/strain and repetitive motion injuries by 60%.
- Received an outstanding safety evaluation for the completion of the Child Development Center at Naval Air Station Jacksonville
- During 13 years of safety management had only two lost time injuries encompassing over 2 million man/hours which translates into an OSHA Recordable Incident Rate of 0.197



6 ORGANIZATIONAL CHART



6

LICENSES

Florida General Contractor License

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

STATE OF FLORIDA
 DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
 CONSTRUCTION INDUSTRY LICENSING BOARD

LICENSE NUMBER

CGC053443

The GENERAL CONTRACTOR
 Named below IS CERTIFIED
 Under the provisions of Chapter 489 FS.
 Expiration date: AUG 31, 2018

MITCHELL, ROBERT H
 THE WHITING-TURNER CONTRACTING
 CO
 1901 W. CYPRESS CREEK ROAD
 SUITE 101
 FT LAUDERDALE FL 33309



ISSUED: 06/06/2016

DISPLAY AS REQUIRED BY LAW

SEQ # L1606060000800



SUB-CONSULTANTS

Whiting-Turner's in-house staff will provide all Construction Management at Risk services, except that we may utilize the services of Lovett Silverman, Inc. in preparing and updating the CPM schedule on Primavera software.

If during preconstruction services, a subconsultant is identified who we mutually agree will benefit the team, their services may certainly be utilized. As an example, during preconstruction services on a recent project, the probable existence of a previously unknown utility was brought into question. Without as-built information available on this utility to assist in defining the actual field condition, Whiting-Turner employed the services of a company using ground penetrating radar (GPR) to identify its size and location, so that the results of our preconstruction services were based on the best possible knowledge of the actual existing site condition.



8 INSURANCE CAPABILITY



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/26/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Riggs, Counselman, Michaels & Downes 555 Fairmount Avenue Baltimore, MD 21286 (410) 339-7263	CONTACT NAME: Rebecca Gierczak PHONE (A/C. No. Ext): 410 3395880 1307 FAX (A/C, No): (410) 339-7234 E-MAIL ADDRESS: rgierczak@rcmd.com	
INSURED The Whiting - Turner Contracting Company 300 East Joppa Road Baltimore, MD 21286	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Travelers Indemnity Company	25658
	INSURER B : Starr Indemnity & Liability Company	38318
	INSURER C : Travelers Casualty and Surety Company	19038
	INSURER D : Travelers Property Casualty Company of America	25674
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER: 833371

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

EXCLUSIONS AND CONDITIONS OF COVERAGE							LIMITS			
INSR LTR	TYPE OF INSURANCE		ADDL SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)			
A	GENERAL LIABILITY				VTC2KCO5788B20AIND16	8/1/2016	8/1/2017	EACH OCCURRENCE	\$ 2,000,000	
	X	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000	
		CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 10,000	
								PERSONAL & ADV INJURY	\$ 2,000,000	
								GENERAL AGGREGATE	\$ 4,000,000	
								PRODUCTS - COMP/OP AGG	\$ 4,000,000	
									\$	
GEN'L AGGREGATE LIMIT APPLIES PER:										
	POLICY	X	PRO- JECT		X	LOC				
D	AUTOMOBILE LIABILITY				VTC2JCAP5788B223TIL16	8/1/2016	8/1/2017	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000	
	X	ANY AUTO						BODILY INJURY (Per person)	\$	
		ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$	
		HIRED AUTOS						PROPERTY DAMAGE (Per accident)	\$	
									\$	
B	UMBRELLA LIAB		X	OCCUR	1000022836	8/1/2016	8/1/2017	EACH OCCURRENCE	\$ 10,000,000	
	X	EXCESS LIAB		CLAIMS-MADE				AGGREGATE	\$ 10,000,000	
	DED	X	RETENTION	\$ None					\$	
A C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	VTC2KUB6B64125916	8/1/2016	8/1/2017	X WC STATUTORY LIMITS	OTHE- R
						VTRJUB3H72695416 (WI)			E.L. EACH ACCIDENT	\$ 1,000,000
									E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
									E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

general proof of coverage

CERTIFICATE HOLDER

CANCELLATION

.Specimen

•

•, — •

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Alex R. Gonzalez

8 INSURANCE CAPABILITY



LOOKING FURTHER. LOOKING DEEPER.

555 Fairmount Avenue
Baltimore, MD 21286

Phone 410 339 7263
Fax 410 339 7234
Toll-Free 800 346 4075
www.rcmd.com

February 13, 2017

Mr. Frank Zaremba, Project Manager
The Whiting – Turner Contracting Company
300 East Joppa Road
Baltimore, Maryland 21286-3048

RE: Town of Palm Beach Undergrounding RFQ

Dear Mr. Zaremba:

The Whiting-Turner Contracting Company has broad and comprehensive casualty insurance coverage in-place that will meet the RFQ requirements for the Town of Palm Beach. RCM&D has been the casualty broker for Whiting-Turner for over ten years.

If you need further information please feel free to contact me.

Regards,

Emily T. Carroll, MBA, AAU, AU for Richard Shaw
Client Manager

Cc: Richard Shaw, Senior Client Executive
Riggs, Counselman, Michaels and Downes, Inc.



9 APPROACH TO SCOPE

Overall Approach and Methodology

The Whiting-Turner approach to managing the Town-Wide Overhead Utility Undergrounding project will be the same proven approach that we have successfully utilized both locally and nationally:

- The project will be staffed with experienced, dedicated Project Managers and Superintendents.
 - We will utilize the experience and expertise of the most qualified, local specialty subcontractors.
 - The most current management tools such as Prolog and Primavera will be utilized to track the project.
 - The plans will be reviewed regularly during development by our experienced staff, our carefully prequalified pool of subcontractors, Town staff and the Design Team.
 - We will be available at all times, day or night, and we will promptly address any concerns that the Town may have throughout the Construction Management process.

PRECONSTRUCTION PHASE

The preconstruction process will begin immediately upon selection of the Whiting-Turner team.

Preconstruction will include the following components:

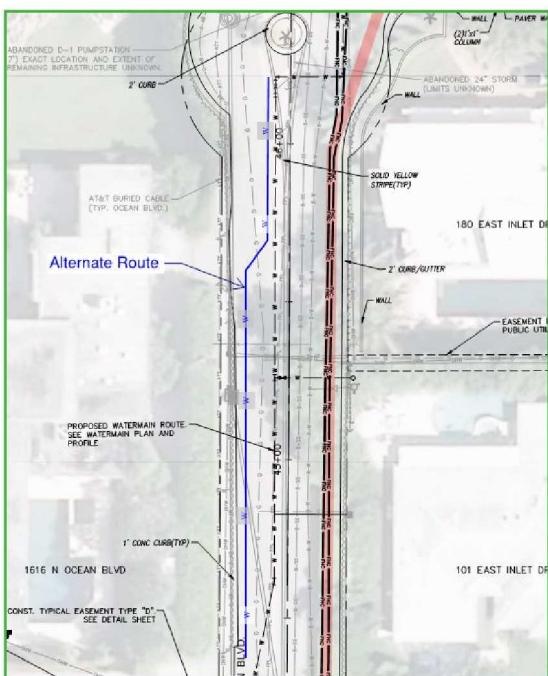
Preconstruction Kick Off

Whiting-Turner will promptly prepare a budget, schedule and phasing plan, based upon the available information to initialize the process.

Creating a Plan of Attack

Regularly scheduled, progress meetings are Key to the success of any project. To be effective, the decision makers representing the Town, the Design Team, and Whiting-Turner, as well as other stake holders such as the utility providers, will be in attendance. The meetings are critical in identifying key issues and alternatives, as well as performing constant value engineering. The minutes that we issue after each meeting are formatted so that all team members are clear as to their immediate and long term responsibilities. These minutes are an important tool for maintaining the project's direction and focus.

Approvals to design alternatives are often provided immediately, in this arena, thereby keeping the Construction Management process running efficiently to meet the strict time constraints of a project. Whiting-Turner's consistent use of this process has allowed this process to develop to a high level, so that the project will enjoy the benefits of efficient coordination.



Constructability Reviews

Whiting-Turner and our network of local subcontractors will review plans provided to us by the Design Team and offer useful cost and time saving feedback based upon our combined years of local, relevant experience and our evaluation of the existing site conditions.

Alternative utility routes will be evaluated with the design team. For example, as illustrated by the blue line on the accompanying sketch, instead of installing the new water main shown on this plan in essentially the same horizontal location as the FPL duct, it may be preferable to continue the new water main along the western side of the street and cross over to the east side of the street on the northern end, where there appears to be less congestion of existing utilities.



METER BOX INSPECTIONS

Database 4 2016

Town of Palm Beach engineers completed the first round of meter box inspections north of Onondaga Avenue and south of Sloan's Curve. The goal of the inspection was to identify the location of the meter boxes so that information could be cataloged and provided to Florida Power & Light in preparation for their inspection. Florida Power & Light is now conducting their review of the internal components of meter boxes in the same geographic area.

FPL, AT&T and Comcast service routes to each resident will be unique and each resident's service will be individually planned and coordinated.

9

APPROACH TO SCOPE

Value Engineering (VE)

Bringing a Construction Manager on board as early in the project as possible offers the best opportunity to reduce cost without jeopardizing design integrity and/or necessitating costly redesign. Our team's methodology is to answer the following questions:

- What is it?
- What does it do?
- What is it worth?
- What does it cost (initial and operating)?
- What else would work?
- What does the alternative cost?

As part of our value engineering effort, we will also assist the Design Team with analysis of alternatives to maximize efficiency within your project scope. In conjunction with your design team, we will concentrate on the "cost drivers" - the components and major systems that account for the majority of project cost. The depth of experience held by our team with similar projects will enhance our capability to provide true value in these efforts.

As we progress through design, the local subcontractor community may be consulted to validate our budget, discuss value engineering and constructability, and check material availability. Our team also reviews the major components of the Streetscape and Infrastructure Improvements for cost validation, value engineering and constructability.



As a fully integrated project team member, we will intertwine value engineering with constructability. Our team will review the design with an eye on alternative solutions that will facilitate field operations, save time and money, and ultimately result in a higher quality project.

The decision as to whether open cut a trench or horizontally directionally drill (HDD) conduit will be an important Value Engineering evaluation on this project. The decision for a preference toward HDD will be easy where properties containing high level landscaping and hardscaping need to be traversed; however, given the variety of conditions to be encountered on this project, mapping out the best choice for each condition will be important in finalizing both the budget and the schedule. The decision will not always be as easy as it first appears to be – locations that require FPL, AT&T, and Comcast will require 2 or 3 separate bores, which can be costly. Locations like the north side of the island, where property lines are relatively close, may require shorter bores, from property line to property line, and the resulting unit price for these shorter bores may be such that the open trench method is the most advantageous.

Cost Estimates

Whiting-Turner will typically prepare three Estimates prior to arriving at a Guaranteed Maximum Price (GMP) for a project similar to the Town-Wide Undergrounding.

Our first estimate will be performed immediately with the information that is available to us. We will provide vital cost accuracy at this stage and ensure the team does not go down the wrong road. An inflated estimate could create a false sense of being over budget and result in unnecessary scope or quality sacrifices. Potential savings could then come too late in design to reinvest. Conversely, the illusion created by a low-ball estimate could result in major redesign, lost time and diminished credibility. Through the seamless approach of our field-experienced managers performing design review and providing the cost estimates in preconstruction, you are provided a higher level of accuracy and market understanding.

Protecting the integrity of your project costs will begin with our realistic, dependable budget and will continue with responsible cost-reduction analysis and buy-out. During construction, cost control is about strong management and administration. Our procedures ensure that an up-to-date assessment of current and projected costs will be available to the Town at all times. We have the flexibility to meet your cost tracking needs through a variety of systems, with Meridian Project System's Prolog Manager being our company standard. We will continually calculate "cost at completion" to identify any variances while there is still time to take corrective action, ensuring that your final budget is met.



North Lake Way & Laurian Lane freshly paved by Whiting-Turner

9 APPROACH TO SCOPE

Budget vs. Actual Cost

As the Town Construction Manager, we will work diligently to minimize expenditure risk. We will pay close attention to:

- Schedule control for claims prevention
- Quality planning to avoid rework
- Verification of trade and supplier bonds
- Verification of in-place trade insurance certificates
- Safety planning for accident avoidance
- Trade contractor financial status monitoring
- Verification of second-tier contractor and supplier payments
- Proper trade/supplier payment monitoring (no overpayment)
- Appropriate CRA contingencies

Our team will work diligently to eliminate change orders by reviewing the contract drawings for constructability, completeness and coordination. Our bid packages will thoroughly describe each trade contractor's scope of work to eliminate gaps and overlaps.

Several steps in the change order process will be followed to ensure that all parties are all treated fairly. First, when a potential change is noted, we will research the concern to verify that it does indeed constitute a change in the scope of work stipulated by the contract. Next, we will independently estimate the cost and evaluate the schedule impact of the change. We will also review trade contractor and supplier estimates for changes and negotiate discrepancies on your behalf.

When changes in the scope or conditions occur, our team will track them from identification to final resolution. As potential changes develop, they will move from potential to actual via contract supplement or will be cancelled if not perceived to add value to the project. Potential and approved change orders will be listed in a report and reviewed with you regularly.

Every project will have its own unique challenges, with the possibility of changes resulting from unforeseen conditions, priority changes, etc. With the Whiting-Turner team you can be confident that any issues resulting in potential change orders will be addressed in a fair and open manner.

Broadmoor Neighborhood Improvements

(The Largest Neighborhood Improvement Project Undertaken by West Palm)

Contract Format: GC - Bid under the Annual Contract for Utility Construction Services

Base Contract Amount: \$12,761,631

No. of Change Orders: (1) One: There was one major item in this change order - The owner chose to purchase pipe material directly from Ferguson Supply for tax savings purposes.

Value of Change Orders: Credit (\$3,692,197)

Claims: None

Time Extension: None

References:

The City of West Palm Beach

David McKenzie (Construction Coordinator)

561-494-1040 / 561-644-7342

The City of West Palm Beach

Greg Mihalko (Operations Coordinator, City Arborist, & Dock Master)

561-822-2188

561-644-7423

Ardaman & Associates, Inc. (Testing & Monitoring)

Roberto Balbis, P.E.

561-722-1065

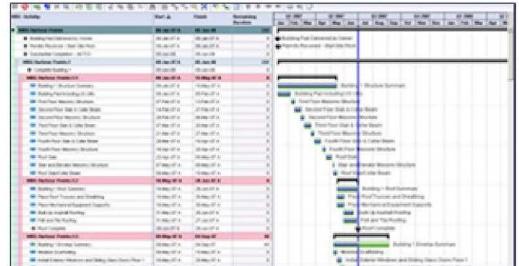
561-687-8200

9 APPROACH TO SCOPE

Schedule

We understand the Town's commitment to limit the most disruptive road work to the period between May – November. As such, major work in the roadway will be planned for those months, and we will schedule work during "season" that is less disruptive. For example water mains and main utility feeds should be installed in the asphalted areas of the road right-of-way in the off-season, and individual services to the private residents would ideally be performed during season, and then continue until that phase is complete.

Whiting-Turner utilizes Primavera, recognized as the most effective and flexible scheduling software in the industry, to develop and maintain the project schedule. Schedule development and maintenance efforts will be led by our Project Manager, Frank Zaremba, with the support of our full team. The Town, the Design Team, and subcontractors will be included in the development of the schedule, since we are all stakeholders in the success of the project. We have realized great success in using the services of Lovett Silverman, as a scheduling consultant, to verify and input the logic and sequence of the final GMP schedule, as well as monthly updates.



Milestones related to utilities will be included in the project schedule. For example FPL preconstruction activities such as Deposits, Engineering, Payments to Release Material, and Procurement Durations, are critical path items and special attention will be in place to ensure that these activities are tracked with the attention that they warrant.

Once construction is under way, Frank will continue to monitor the project schedule and coordinate with the rest of the team to produce simplified 3 week look-a-head schedules for clarity in our schedule expectations to trades and for weekly updates to the public.

Procurement

Delivery of long lead time items such as transformers, and will be incorporated into our schedule. These materials will be identified early in the project and their delivery will be tracked by our procurement log, which will be reviewed regularly with the Town's project manager and Design Team.

An example of successful procurement planning occurred on the Town of Palm Beach Flagler Drive force main project that we completed. The 24" PVC force main pipe used on Flagler Drive was a special order material, potentially requiring a couple of months to procure, because it is only fabricated after an order is placed. During the preconstruction effort, Whiting-Turner was in contact with the suppliers and vendors, so that when the Town PO was issued, the material subcontract was immediately released, as anticipated by the vendor, and the material was delivered to the site within 3 weeks!



Permitting

Permitting challenges will be recognized and planned for during preconstruction. Applicable permits will be identified and tracked by both the project schedule and the weekly project meeting minutes. The permitting process begins in preconstruction and extends into the construction phase.

As it is likely that each resident will require a separate permit, services to each individual resident will be tracked separately.

9

APPROACH TO SCOPE

Arborist



Our team will include an arborist to assist with evaluating the various challenges that we will inevitably encounter.

On the North Lake and Laurian project, an arborist was beneficial in identifying the reason that a resident's recently planted hedges near the jobsite appeared unhealthy (roots planted too deep), as well as assisting with other concerns that nearby residents had related to their landscape that was located in the general area of construction.

The tree to the left is a family heirloom tree that had been manicured by a resident to grow around a stop sign. This tree was relocated in West Palm Beach while performing the Storm Sewer Improvement project (CM-at-Risk).

Phasing / Sequencing Plans

Whiting-Turner will prepare detailed phasing plans and sequencing plans for review and comments by Town staff and all stakeholders. The phasing plans will depict the flow of traffic, pedestrian access, staging areas, work areas, and available/unavailable parking.

Special Security Considerations

With the "winter White House" now located in the Town, we understand that there will be yet undetermined special security considerations that may affect planning for construction of all projects on the island..

Coordinating Water Main Installation and Inspections

With the City of West Palm serving as the potable water provider for the Town, Whiting-Turner's experience installing this municipality's water mains and services will be beneficial when coordinating this element of the project.

TO: ALL CONTRACTORS, LANDSCAPE MAINTENANCE, AND POOL COMPANIES

FROM: PLANNING, ZONING AND BUILDING DEPARTMENT DATE: FEBRUARY 9, 2017

RE: PRESIDENTIAL VISIT SEASONAL TRAFFIC MITIGATION ACTION PLAN

Beginning on Friday, February 10, 2017, and **every Friday thereafter** ending on May 1, 2017, the Town of Palm Beach will take steps to mitigate the traffic impacts that occur due to visits from the President of the United States to Palm Beach Island. All actions stated herein are subject to change as the Town will utilize an adaptive management approach to deal with any traffic problem that may arise whenever the President visits his winter home in Palm Beach. In order to maintain consistency, these actions will be in effect every Friday, regardless of whether the President is expected to be in Town.

To ensure life safety for all residents, employees, and visitors, as well as the optimal flow of traffic during the rush hour periods throughout this stated time frame on Friday of each week, the Town is taking a number of actions.

Emergency Water Main Repair performed by Whiting-Turner at the Town's Everglades Club for the Town's water service provider, West Palm Beach



Coordinating FPL, AT&T, and Comcast

These utilities have many priorities; as such, their service may not be comparable to that of a team dedicated to the success of your project. To that end, we coordinate with these utilities to install as much of their infrastructure through our prequalified subcontractors as they will agree to. Likewise, removal of their existing infrastructure after the new service has been put in place and activated can be similarly important. Without approval for our subcontractors to remove the abandoned poles and cable of these service providers, it is not unusual for the poles to remain in place for many months after our team has otherwise completed the project.

Regarding FPL, we expect that all material such as conduit, transformers, switches, cable, vaults and equipment pads will be furnished by FPL and installed by our subcontractor, with FPL ideally only making final connections.

9

APPROACH TO SCOPE

AT&T and Comcast have not permitted our subcontractors to install their cables; however, so as to expedite work in the roadway, we expect that our subcontractors will be permitted to install conduit so that the utility providers' contractors can pull the cable after the roadway has been reconstructed.

Florida Public Utilities (FPU)

Many of our streetscape and infrastructure projects have included coordination with FPU, so that FPU has replaced older, fragile mains and services with new ones once the roadway has been excavated to the elevation of the new subgrade. While excavating subgrade, our subcontractors have often expedited FPU's installation by using their grading equipment to trench for FPU, and FPU has responded positively by placing their pipe in a timely manner during this window of opportunity. Examples of projects where we have interacted with FPU include North Lake & Laurian for the Town of Palm Beach, CityPlace, Rosemary Avenue, Croton Way, and a number of roads on the Storm Water CMAR project for West Palm.

Street Lighting Decisions

Our understanding is that relative to existing street lighting, the design assumption will be that where existing street lights are lost due to the fact that they are fed from existing overhead services, they will be replaced by FPL standard cobra fixtures fed from unmetered underground power. If the surrounding homes agree, as per the Town's guidelines, that they would prefer to have decorative street lighting, they can do so; however, the power for these lights is likely to be from a metered source, requiring a different electrical design. It will be important that any neighborhoods who may be considering decorative street lights versus standard FPL street lights should be given a deadline for making the decision, so that the correct feeds are installed and the project does not find itself in the position of removing some completed streetscaped areas to reinstall street lighting power.

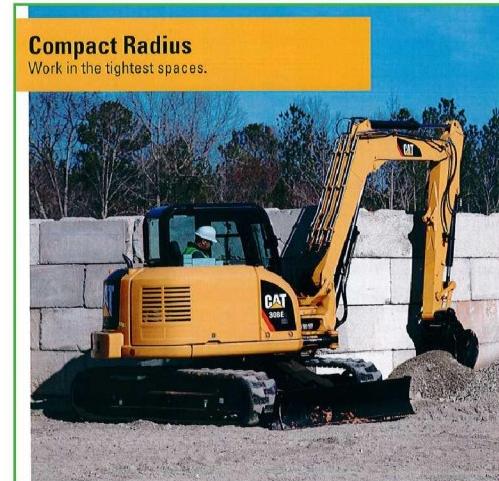
Organizing Bid Units

We will organize our bid packages so that separate bids are received for various components of the project in order to receive a balance of cost savings and risk management. For example **we will consider issuing separate bid packages for: Survey, Asphalt Repair, Trenching, Conduit Installation, Water Main & Storm System Improvements, Horizontal Directional Drilling, Electrical, Landscaping, Milling & Resurfacing, and Striping.**

CONSTRUCTION PHASE

The "Construction Phase" will begin with your direction to proceed, based upon our mutually agreed upon GMP and accompanying schedule.

Execution of our subcontracts, will take place immediately; the details of these subcontracts will have been carefully planned during the pre-construction phase.



Fundamental Responsibilities

The fundamental services and responsibilities of a Construction Manager Include:

- Issuance of a monthly status report that includes schedule and budget updates.
- Issuance of a monthly invoice, accompanied by back-up release of liens and detailed vendor/ subcontractor costs.
- Maintain and distribute meeting minutes from regularly scheduled (often weekly) progress meetings.
- Maintain Field Records, the superintendent(s) will maintain a daily log of weather conditions, subcontractor activity, incidents, material deliveries, etc.
- Issue and track Requests for Information (RFI's). With a team of experienced staff & subcontractors, questions to the Design Team documenting challenges or unforeseen events are usually accompanied by potential resolutions.
- Maintain various logs in three ring binders such as: MSDS sheets, RFI's, submittals, incident reports, testing and inspection non-compliances, quality control reports, etc.
- Maintain as-built record documents. We require that drafts of as-built documents are submitted monthly with pay requests, to avoid any surprises with what is expected on these documents and as a way of verifying the quality and quantity of the work in place.

Some of the procedures that we implement that specifically highlight our ability to minimize negative impacts to businesses or residents and exemplify our ability to be sensitive to community needs are as follows:

9 APPROACH TO SCOPE

Preconstruction Video Recordings

So as to avoid any misunderstandings regarding damage to private property that may occur during the construction project, all nearby structures, landscaping, and walkways will be video recorded prior to beginning construction, and a copy of the video recording will be provided to the Town's Construction Manager, and Design Team.

Community Communication

The community will recognize the value that these projects offer. If the residents are informed and they see continuous, well planned progress, enthusiasm from the community can be maintained throughout the project. The community will naturally get upset if they are not informed, or misinformed, and they are inconvenienced for what appears to be an unnecessary reason.

Whiting-Turner will provide the Town with regular schedule, M.O.T. and project highlights so that either the Town or Whiting-Turner can inform the community about this important project-related information. With the Town's prior approval, we may draft memorandums regarding certain project-related information, and distribute these updates with our people to residents and businesses. It is also an option for us to develop a website for public notifications, either through the Town website, or separately, as you prefer.

All residents and businesses affected by construction will be notified regularly regarding the project status. The adjacent image is a sample *Notice to Residents and Business Owners*. This sample notice illustrates a general approach to notifying the local community, both prior to the onset of construction, and as may be prudent, throughout the construction duration. The Town may certainly elect to put this notice on its own letterhead, or you may prefer that this type of communication to be issued in a slightly different format.

On the occasion when it is time for the project team to meet with business groups or community associations to discuss the project in any way, we will be there to act in the capacity that you most prefer, to take a leadership role or to support in answering any questions.

Our field staff is often the first line of communication with the public. By being fair and honest, we have routinely and promptly assisted the public with minor inconveniences that they may have suffered as a result of the construction operations. This assistance has included actions such as carrying laundry to the dry cleaner or repairing a flat tire. By promptly addressing a concern in the field instead of allowing them to fester, we have generally averted community concerns from reaching Town Hall.

Public Safety and Community Coordination

A full time Whiting-Turner Superintendent will be assigned to the project. This superintendent will coordinate resident and local business concerns, access, and safety, as well as coordinate subcontractor field activities. Our superintendent's daily routine will include confirming continuously that sidewalks are open, work hours begin and complete as agreed upon with the neighborhood, the parking plan is being followed, all fences, barricades and proper protection is in place, and that any community concern is either: (1) immediately addressed or that (2) the concern is immediately logged in and forwarded to the Whiting-Turner, Design Team, and Town Project Managers for their prompt review. On slightly larger projects, or on projects in a more congested location, we would propose that this position be a stand alone responsibility, and we would propose staffing with one person designated for this position.

G.W.C. WHITING
(1863-1974)

FOUNDED 1863

WILLARD HACKERMAN
PRESIDENT AND CEO

THE WHITING-TURNER CONTRACTING COMPANY
(INCORPORATED)

CONSTRUCTION MANAGEMENT
GENERAL CONTRACTING
SPECIALTY CONTRACTING
OFFICE/HEADQUARTERS
RETAIL/SHOPPING CENTERS
HEALTHCARE
BIO-TECH/PHARMACEUTICAL
HIGH-TECH/CLEANROOM

ENGINEERS AND CONTRACTORS
1901 W. Cypress Creek Road, Suite 101
Ft. Lauderdale, Florida, 33309
954-778-0809
Fax 954-778-0797
www.whiting-turner.com

WRITER'S DIRECT NUMBER IS
954-776-0800

April 15, 2013

NOTICE TO RESIDENTS AND BUSINESS OWNERS

Re: Pompano Beach CRA - Martin Luther King Boulevard Water Main Phase 1 Improvements
(between Dixie Highway and NW 6th Avenue)

Dear Residents/Businesses:

We are rapidly approaching the end of the water main installation between NW 6th Avenue and Dixie Highway. Between Tuesday and Wednesday of this coming week (April 16th-17th), the City and Whiting-Turner will be conducting water flushing procedures to clean the new water main, as a part of the installation process. The water line will likely be flushed during the evening hours and you may notice temporary pooling of water.

It is imperative that message boards and construction signs are followed to reduce traffic, to avoid delays and to provide a safe environment. All construction activities will be coordinated so that emergency, mail delivery and garbage collection services will remain intact.

As a quick project update, Phase 1 (Water Main Improvements) of the MLK Project is currently on schedule and will be completed by July 2013. Phase 2 (Streetscape Improvements) of the MLK Project will proceed shortly thereafter, and is tentatively scheduled to be completed by the end of 2014. We have attached a courtesy summary schedule outlining the goals of the Pompano Beach CRA and Whiting-Turner, for completing both phases of the MLK Improvements Project.

We apologize for the inconvenience and thank you for your cooperation. Should you have any questions or concerns please see the contacts (on the back of this notice) to locate the appropriate party.

Sincerely,


Matti Moo-Young, Project Manager

Cc: Horacio Danovich, CRA Engineer/Project Manager
Mark Costanzo, K&A Civil Engineer
Frank Zaremba, W-T Sr. Project Manager
Bo Higgins, W-T Superintendent

HEADQUARTERS: BALTIMORE, MARYLAND

WT

OFFICES NATIONWIDE

Handling of Resident Concerns

Our on-site superintendent will be responsive to the needs and concerns of the community through-out the construction process. Whereas we anticipate that most resident and business concerns will be promptly resolved in the field, some may not. If our team is unable to promptly resolve a resident's concern, we will immediately contact the Design Team and Town's project managers, so that the Team is made aware of any potential issue, and we will log that issue into an "Incident Log", which will be routinely shared with the Design Team and Town's project managers.

Vibration Monitoring

Compacting for catch basins, sidewalks, roadways and other activities inevitably cause vibrations that can be felt by the residents and businesses nearby. We will work with an independent testing agency to anticipate those operations that might be of a concern to the community, and insure that our operations are monitored and remain in compliance with applicable guidelines, to avoid potentially costly issues that may be associated with the potential of building damage from vibrations.

Community Friendly Construction Signage

You may want to incorporate friendly animation into the informational signage and community notices. On one past project, the Owner's mascot was a bear, and animated signage was displayed with language such as "Please Bear with Us".

Maintenance of Traffic (M.O.T.)

We will utilize construction methods and sequencing which minimizes resident inconveniences. In the past, we have worked closely with the Community and Town staff, adjusting the plan if necessary, to ensure that the best and safest traffic control solutions are realized.

Prior to beginning a new phase of construction, such as switching open lanes of traffic in our M.O.T. plan, notification of the traffic pattern modification is typically distributed to the community by Whiting-Turner. Access to each resident or business will be maintained. Work areas will be delineated with orange construction fence and type II barricades where appropriate. All tripping hazards will be promptly corrected, holes will be immediately filled in, and equipment will be neatly stored in a central area.

Traffic will be detoured only as per an agency approved M.O.T. plan. Variable Message Boards will be strategically positioned in advance of the M.O.T. installation, to inform vehicular traffic of the forthcoming closures. Residents, business owners, and customers affected by the road closure in these areas will be assisted by Whiting-Turner so that there is reasonable access to their residences/businesses at all times. Pedestrians will be informed by means of construction signs indicating sidewalk closure and the alternate routes to be used.

We understand that either N. Lake Way or N. Ocean Blvd. must be open at all times, and at no time will both roadways ever be closed simultaneously.



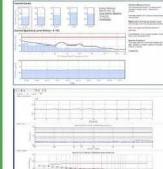
We are proactive in addressing any concerns of the public related to our projects. Our goal is to have zero calls from the public to Town Hall. If, for some reason, a member of the community should have a concern related to our operations, you can rest assured that the Whiting-Turner team will promptly address the concern in a professional manner.

The design team has done a commendable job in setting guidelines for the use of Town roadways for maintenance of traffic purposes.

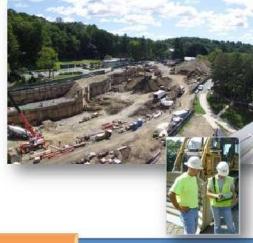
Flagmen, whether subcontractors or Whiting-Turner direct hire employees will be properly certified for flagging operations.

WT BUILDING TECHNOLOGY
THE MODERN TOOLBOX

Web Based Vibration Monitoring



Many of our projects involve a critical level of field coordination on or near occupied buildings. This can present a significant challenge for our project teams on hospital or university projects, which may have critical research activities that many times can be significantly impacted by minimal vibration levels. Working in and around these susceptible environments, we have developed a system that we can monitor low level vibration in critical research environments and assess the impacts in real time. The technology to measure vibration has been around for many years, but the game changer is our superintendents now using the internet, a field tablet and accelerometers for real time monitoring as our work is being performed.



How it works:
The procedure is as follows. First we determine a baseline level by placing accelerometers (advanced seismographs) throughout the project adjacencies before construction begins. By monitoring these sites we can determine what is the acceptable condition experienced every day. Next, we perform mock construction to gauge what can be expected throughout construction. At the same time, we ask the users to run their own mock research, so they can see what their research can withstand. Once a level is determined to be the maximum tolerable condition ("threshold level") we write our scopes of work to include limiting construction equipment sizes and speeds to stay below the threshold level. We then use and limits by continuously monitoring via a live website and field tablets. That data transmission to the field tablet along with input from the users allows us to continue our construction activities in the most efficient manner while protecting the university's or hospital's valuable research.

Benefits

- Develops a stronger relationship with the client.
- Proactive problem solving, stopping behavior before it is a problem.
- Maintain schedule without working off hours.
- Makes the users feel like part of the team, fewer complaints.
- Relatively inexpensive compared to research damage or losses

Copyright © 2013 by The Whiting-Turner Contracting Company

Click the graphic below with your mouse for Exclusive WT Content



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APPROACH TO SCOPE

Protection of Private Property

Whiting-Turner strives to keep existing site elements that remain in place safe from damages due to construction activities by erecting protective measures such as fence, plywood walls, or other barriers. In addition, private property, including surrounding buildings, vehicles, signs, etc., will be protected, as reasonably possible, by Whiting-Turner.

Staging

We recognize that any available staging area on the island is a privilege, and we will be sensitive to public safety and perception in utilizing any property that is provided for use during construction activities.

Construction Parking

Prior to completing bid packages for any given phase of work, we will evaluate the availability of construction parking together with Town staff and the design team. There will be no construction related parking except by Town approved staging plan.

Maintain Existing Street Lighting Conditions

The schedule will be developed to consider that where the existing street lighting is provided from existing FPL poles with overhead feeds that are planned to be removed, those light fixtures shall not be removed until the new street lighting is in place and activated.

Trenching and Roadway Repairs

The key for protecting the public and impressing the residents is to only excavate what can be backfilled and compacted that day. This requires close cooperation with inspectors who understand the importance of inspecting the pipe, conduit, or subgrade early enough in the day so that these areas can be backfilled, compacted, and made reasonably safe at the conclusion of each work day.

Utility Locates

During the design process we will assist the Design Team in obtaining any necessary actual filed information. We often assist in this capacity by performing test pit excavations or coordinating soft dig subcontractors.

Work Hours and Work Days

The Town has very specific limitations on allowable work hours, and these published ordinances are taken very seriously. We have experience working in the Town, and we will ensure that the project is bid and completed with everyone understanding and complying with the Town's work hour requirements.

Testing and Inspection

During the initial preconstruction meeting, all testing and inspection procedures will be reviewed and summarized. The testing agency will be involved prior to any back fill operation, during the pressure testing and pigging of water lines, during the lamping of gravity pipe, during the installation of roadway subgrade and asphalt, and while pouring concrete for sidewalks, and roadway curb. We will also coordinate with the testing agency while they are performing their vibration monitoring to insure that this important quality control measure is effective.

Hurricane Preparedness

Whiting-Turner has developed a Hurricane Preparedness Manual for use as a guide by our personnel in those critical hours just prior to, and immediately following, a hurricane.

The essence of this plan is comprised of four stages: planning, initiation, final preparations completion, and post-storm procedures. The planning takes place prior to the commencement of the hurricane season on June 1st. During the planning stage, subcontractors must have assigned individuals responsibilities by name to ensure sufficient manpower and equipment is available to safeguard lives and property should a tropical storm/hurricane be predicted for the area. The initiation stage requires release of emergency personnel to prepare their personal homes and families for the predicted storm while work on site is adjusted to prepare for the storm. During the final preparation stage, the emergency personnel return to the site to make the final storm preparations as the other personnel evacuate the site until the storm passes and it is safe to return to work. Upon the return of personnel to the jobsite, the final post-storm procedure phase begins. This phase describes responsibilities and guidelines for the safe return of all employees to the jobsite. The emergency personnel should complete their tasks to secure loose materials and equipment within eight hours and they also evacuate the site.

The timing of these four phases for the Project will follow the timing decisions of the National Hurricane Center.

We have included in this section a sample checklist for this plan. This check list is used by subcontractors and field staff while preparing the jobsite.

9

APPROACH TO SCOPE

Since storm prediction remains uncertain, we often find ourselves fully executing this plan only to find that the storm passed us by. When this happens, we are thankful and still conduct the Lessons Learned process, which is part of our ever-evolving Hurricane Preparedness Plan.

Tropical Storm/Hurricane Preparedness Inspection Report (To be completed by all Safety Representatives)

No.	Inspection Checklist	Yes	No
1.	Have all storm preparation requirements been identified in coordination with the General Contractor and the Owner?		
2.	Do you have necessary materials and equipment on site?		
3.	Is the equipment fueled or will it be refueled at completion of preparations?		
4.	Are the workers on the emergency final preparation team correctly skilled?		
5.	Are there adequate numbers of workers on the emergency final preparation team?		
6.	Do the workers know that they will be given time for personal preparation of their homes?		
7.	Are the trailers secure with cables and the windows/openings boarded?		
8.	Have you removed all debris and loose lumber from the area and secured and protected all building materials stored on site?		
9.	Have you moved any materials stored in low areas that are subject to flooding to higher elevations?		
10.	Have you photographed the entire job site inside and outside? Are they dated and annotated?		
11.	Have you inspected all fire protection devices for proper storage?		
12.	Have you ensured that all drainage areas are cleaned out?		
13.	Has the job been electrically saved?		
14.	Are you prepared for post storm period with backup lights stored offsite and emergency generators?		
15.	Have you boomed down and/or freewheeled all cranes? If operating a tower crane, have you disconnected power?		

Contractor

Date

Inspector

Quality Control & Mock-ups

The quality of the project will result in great part from Whiting-Turner's proven leadership. Our team will instill a positive attitude in the work force and establish an atmosphere where *almost* is not acceptable, and where individuals make quality performance a personal goal.

Mock-ups are an important component of Quality Control. Where a finished product could vary in any manner from a clear established standard, we like to install a **mock-up** for review and approval by all parties to establish a minimum for quality acceptance. For example, a small section of the decorative sidewalk will be completed and approved by all parties, prior to continuing with the installation of sidewalk. This mock-up might be an in-place mock-up, or it might be a sample section that is cast for comparison purposes in the laydown area.

9 APPROACH TO SCOPE

Whiting-Turner's quality program will begin long before the commencement of any construction. In preconstruction, our staff will work closely with the design team to develop complete and constructible documents. Throughout the design and construction phases, our team will routinely review the plans, the budget, and the schedule so that the Town will realize the benefits of our combined experience and teamwork.

Our superintendents and subcontractors have the experience necessary to avoid quality deficiencies by looking ahead. The focus will be to avoid deficiencies caused by scheduling conflicts, unanticipated field conditions, tolerance or material incompatibilities, improper installation methods, etc. As materials arrive at the jobsite, they will be inspected for compliance and logged. Work-in-place will be inspected daily.

We understand and encourage your involvement throughout the process to assure that all completed work meets your standards. It is, therefore, important to our team to review your expectations, to add to our process any procedures not already included, and to coordinate the total quality assurance effort.

Our awards program for quality will provide additional incentive to achieve excellence in construction for the Town. Trade contractors will be made a part of our field incentive program. We will hold periodic meetings calling attention to quality issues and rewarding deserving field personnel and trade contractors. We will encourage the Town to join us in recognizing individual trade workers to thank them for outstanding craftsmanship.

Safety

Preplanning for safety will ensure everyone's well-being, help to maximize productivity, and reduce cost associated with risk. During the preconstruction stage, our project team will conduct a project hazard assessment. They will identify normal and extraordinary risk at each stage of the construction process, and will develop a Project Safety Program that addresses the identified hazards and risks.

They will consider:

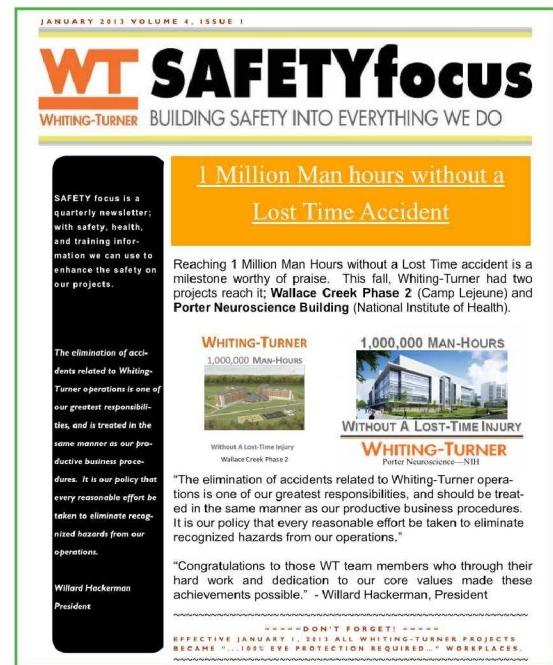
- Local safety requirements and concerns
- Insurer involvements
- Third party liabilities
- Procedures for working in occupied areas
- Site access, environmental, security, posting
- Project Safety Team organization
- Incident investigation and reporting approach
- Safety measurements (e.g., RIR, LTAIR)
- OSHA
- Trade contractor safety plans

Safety Program Goals

Whiting-Turner's corporate and project goals are very simple – zero accidents. This is our goal and we will not stop trying to get there. Other safety and loss prevention goals include:

- Zero fatalities
- Zero permanent injuries
- Zero impact on public personnel or property
- Prevention of any incident that would adversely impact the CRA, cost, schedule or quality

While the statistics provided in this section are quite good, they are never good enough. All accidents are preventable and avoidable, and we will never stop trying to eliminate them.



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VARIATIONS/EXCEPTIONS

Whiting-Turner will provide all services required to complete the scope of work outlined in this request for qualifications.

We will meet all of the insurance limits. There are details in the insurance requirements that the industry may not support such as 24-hour cancellation notice (the industry follows a 30-day notice). We would like to discuss these requirements at the appropriate time.



Whiting-Turner is rarely involved in litigation. However, the company typically constructs hundreds of projects per year, and enters into thousands of subcontracts annually; there are bound to be some disagreements that are elevated to some means of dispute resolution (including litigation). Also, there are occasional accidents and claims of injuries, principally by employees of subcontractors, which result in litigation. The various insurance carriers involved typically defend these matters.

In the past three years, the Fort Lauderdale office has not been involved in any suits involving an owner.

As the majority of our projects are with repeat clients, Whiting-Turner highly values the partnerships that we develop with our Owners. We are committed to exceeding our commitments to the Town of Palm Beach, and strive toward including you among our honored list of repeat clients.



1. A letter from our bonding surety is on the following page, documenting our \$500 million per project and \$4 billion dollar aggregate bonding capacity.
2. Our balance sheets for 2015, 2014 & 2013 are included in this section for your review. Our 2016 balance sheet will be available in April, and we would be happy to provide it at that time. Our confidential financial statements have been provided under separate cover.
3. Whiting-Turner has not had any bankruptcies or defaults on loans, and in fact has not borrowed any money for working capital since 1938. When prequalifying potential project bidders in regards to "providing an indication of the resources and the necessary working capital and how it will relate to ..." a subcontractor's "... financial stability through the completion of the project...", one of the tools that we use is their Dun and Bradstreet Report. In evaluating potential construction managers at risk for this project, you may also consider the information contained within their D&B report as a tool for this purpose. To that end, we offer our D&B rating with a brief explanation of its components.

**Whiting-Turner's Dun & Bradstreet Rating:
5A1 is the strongest rating assigned by D&B**

For those who may not be familiar with interpreting a Dun & Bradstreet Report, the report consists of two parts:

- (a) Financial Strength Indicator (Whiting-Turner's is 5A)
- (b) Condition Code or Risk Indicator (Whiting-Turner's is 1)

Financial Strength:

- 5A is the highest assigned value and signifies a net worth over \$50 million.

Risk Indicator:

- Strong Condition (1)
- This is assigned to companies of undoubted credit standing and financial strength.
- (By contrast, Fair Condition (3) is assigned to firms believed to be sound, but... The risk associated with being a creditor of these concerns is higher and would be classified as potentially slow payers or fair trade risk.)

HMS INSURANCE
ASSOCIATES, INC.



January 9, 2017

RE: The Whiting-Turner Contracting Company

To Whom It May Concern:

We represent The Whiting-Turner Contracting Company relative to their bonding requirements and act as attorney-in-fact for their surety, Fidelity and Deposit Company of Maryland, a subsidiary of Zurich, N.A.

The Whiting-Turner Contracting Company has a capacity of at least \$500,000,000 per project and an aggregate bonding capacity of \$4,000,000,000.

Should The Whiting-Turner Contracting Company be awarded this project and enters into a contract with the Owner, we stand ready to provide any necessary bonding, subject to acceptable review of contract terms and specifications.

The Whiting-Turner Contracting Company enjoys an outstanding reputation and we can recommend them to you without reservation.

Sincerely,

HMS INSURANCE ASSOCIATES, INC.

A handwritten signature in purple ink that reads "Shari L. Bowers".

Shari L. Bowers
Senior Bond Account Manager

Offices located at: 20 Wight Avenue Suite 300 Hunt Valley, Maryland 21030 410 337-9755 Fax 410 337-0551 www.hmsia.com
Mailing Address: P.O. Box 1750 Cockeysville, Maryland 21030

**THE WHITING-TURNER CONTRACTING COMPANY****BALANCE SHEET**

December 31, 2015

BALANCE SHEET
December 31, 2015
(Source: audited financial statement)

ASSETS**Current Assets**

Cash and cash equivalents	\$ 13,381,946
Marketable Securities	1,035,626,928
Accounts receivable	1,053,527,730
Costs and estimated earnings in excess of billings	122,148,648
Other current assets	118,627,089
Total current assets	2,343,312,341

Restricted Marketable Securities	3,502,649
Property and Equipment, Net of Depreciation	23,700,878
Other assets	44,031,896
Total assets	\$ 2,414,547,764

THE WHITING-TURNER CONTRACTING COMPANY**LIABILITIES AND STOCKHOLDERS' EQUITY****Current Liabilities**

Accounts payable	\$ 1,131,190,780
Billings in excess of cost and estimated earnings	442,101,911
Accrued expenses and other liabilities	102,345,419
Total current liabilities	1,675,638,110

Long-term debt	—
Total liabilities	1,675,638,110

Stockholders' Equity

Voting preferred stock – 12% non-cumulative, 537,550 shares authorized, 537,550 shares outstanding	5,913,050
Executive preferred stock – \$.01 par value, 5,000,000 shares authorized, 1,517,419 shares outstanding	15,174,191
Common stock – \$.01 par value, 191,975 shares authorized, 0 shares outstanding	—
Class A common stock – \$.01 par value, 1,000 shares authorized, 1,000 shares outstanding	10
Paid-in capital	10,690,680
Retained earnings	755,501,926
Accumulated other comprehensive loss	(48,370,203)
Total stockholders' equity	738,909,654
Total liabilities and stockholders' equity	\$ 2,414,547,764

THE WHITING-TURNER CONTRACTING COMPANY**AUDITORS**

CliftonLarsonAllen LLP



**THE WHITING-TURNER CONTRACTING COMPANY****BALANCE SHEET**

December 31, 2014

BALANCE SHEET
December 31, 2014
(Source: audited financial statement)

ASSETS**Current Assets**

Cash and cash equivalents	\$ 78,493,346
Marketable Securities	906,274,075
Accounts receivable	1,266,506,912
Costs and estimated earnings in excess of billings	68,851,087
Other current assets	92,117,605
Total current assets	\$ 2,412,243,025

Restricted Marketable Securities	4,257,607
Property and Equipment, Net of Depreciation	18,839,274
Other assets	36,116,419
Total assets	\$ 2,471,456,325

THE WHITING-TURNER CONTRACTING COMPANY**LIABILITIES AND STOCKHOLDERS' EQUITY****Current Liabilities**

Accounts payable	\$ 1,288,924,907
Billing in excess of cost and estimated earnings	405,820,013
Accrued expenses and other liabilities	100,334,423
Total current liabilities.....	1,795,079,343

Long-term debt	—
Total liabilities	1,795,079,343

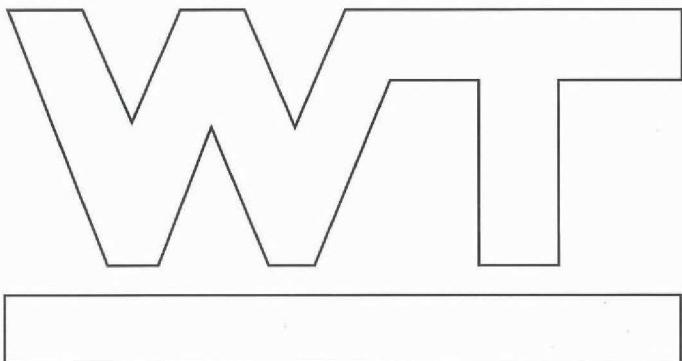
Stockholders' Equity

Voting preferred stock – 12% non-cumulative, 537,550 shares authorized, 537,550 shares outstanding	5,913,050
Executive preferred stock – \$.01 par value, 5,000,000 shares authorized, 1,604,698 shares outstanding	13,661,611
Common stock – \$.01 par value, 191,975 shares authorized, 30,000 shares outstanding.....	300
Class A common stock – \$.01 par value, 1,000 shares authorized, 1,000 shares outstanding.....	10
Paid-in capital	10,695,315
Retained earnings	689,373,168
Accumulated other comprehensive loss.....	(43,266,472)
Total stockholders' equity	676,376,982
Total liabilities and stockholders' equity	\$ 2,471,456,325

THE WHITING-TURNER CONTRACTING COMPANY**AUDITORS**

CliftonLarsonAllen LLP





Balance Sheet
December 31, 2013
(Source: audited financial statement)

Assets

Current Assets

Cash and cash equivalents	\$ 49,335,093
Marketable Securities	804,478,678
Accounts receivable	1,122,895,516
Costs and estimated earnings in excess of billings.....	39,919,002
Other current assets	92,139,661
Total current assets	2,108,767,950

Restricted Marketable Securities.....	5,023,671
Property and Equipment, Net of Depreciation	21,650,665
Other assets	44,531,939
Total assets	\$2,179,974,225

The Whiting-Turner Contracting Company**Liabilities and Stockholders' Equity****Current Liabilities**

Accounts payable	\$1,129,434,563
Billings in excess of costs and estimated earnings.....	364,938,835
Accrued expenses and other liabilities.....	55,849,703
Total current liabilities.....	1,550,223,101

Long-term debt

Total liabilities**1,550,223,101****Stockholders' Equity**

Voting preferred stock – 12% non-cumulative, 537,550 shares authorized

537,550 shares outstanding

5,913,050

Executive preferred stock – \$.01 par value,

5,000,000 shares authorized, 1,604,698 shares outstanding.....

16,046,985

Common stock – \$.01 par value, 191,975 shares authorized,

30,000 shares outstanding

300

Class A Common stock – \$.01 par value, 1,000 shares authorized,

1,000 shares outstanding

10

Paid-in capital.....

10,695,315

Retained earnings.....

622,051,761

Accumulated other comprehensive loss

(24,956,297)

Total stockholders' equity.....**629,751,124****Total liabilities and stockholders' equity****\$2,179,974,225****THE WHITING-TURNER CONTRACTING COMPANY****OFFICES NATIONWIDE****Headquarters**

300 East Joppa Road

Baltimore, Maryland 21286

410 821-1100

410 337-2324 fax

www.whiting-turner.com**Auditors**

CliftonLarsonAllen LLP



WORKED TOGETHER WITHIN PAST 24 MONTHS:

- Mr. Charles Langley P.E., Town of Palm Beach, 561-838-5440
- Mr. Michael Roach P.E., Town of Palm Beach, 561-838-5440
- Mr. Doug Terry, Water Resources Manager, Town of Palm Beach, 561-662-8423
- Mr. Horacio Danovich, CIP Engineer, City of Pompano Beach, 954-980-2208
- Mr. Brian Rheault P.E., WGI (Formerly Owner of Bridge Design), 561-346-2950
- Mr. Ron Stein, Construction Project Manager, City of Coral Springs, 954-531-2395
- Ms. Elizabeth Taschereau, formerly City of Coral Springs CRA Project Manager, 954-592-5075
- Ms. Dorritt Miller, Deputy City Administrator, City of West Palm Beach, 561-659-8024
- Ms. Laura Le P.E., Sr. Project Engineer, City of West Palm Beach, 561-494-1093
- Mr. Peter Moore P.E., President, Chen-Moore & Associates, 954-818-9552
- Mr. Kevin Schanen, P.E., Kimley-Horn & Associates, 561-840-0820
- Ms. Fanny Howard, P.E., Kimley-Horn & Associates, 561-840-0820
- Ms. Anjuli Panse, P.E., Kimley-Horn & Associates, 561-840-0820
- Mr. Bijendra Sewak, Project Manager, Stanford University, 650-725-9262
- Ms. Dodie Keith, President, Keith and Associates, 954-788-3400

WORKED TOGETHER GREATER THAN PAST 24 MONTHS:

- Mr. Bud Barton, formerly Senior Vice President with CityPlace Partners/Palladium, 203-219-0434
- Mr. Garry Gruber, P.E., Mock-Roos & Associates, 561-683-3113
- Mr. Jeff Hiscock P.E., formerly with Mock-Roos & Associates, currently with A.D.A. Engineering, 561-776-0276
- Mr. Thomas Biggs P.E., Mock-Roos & Associates, 561-683-3113
- Mr. Ed Mitchell, formerly with the City of West Palm Beach, currently Senior Vice President at US Water Services Corporation, 772-848-8292
- Mr. David Mathews P.E., Mathews Consulting 561-478-7961
- Mr. Hank Deibel P.E., Arcadis, 561-697-7075
- Ms. Karen Brandon P.E., West Palm Branch Manager, AECOM, 561-684-3375
- Mr. Bud Goblish P.E., Vice President, CES Consultants, Inc., 561-227-6862
- Ms. Melanie Straub P.E., Construction Mgr., Florida Dept. of Transportation, 561-370-1125



(B-1)

RFQ No. 2017-15
TOWN-WIDE OVERHEAD UTILITY UNDERGROUNDING
PHASE 1- SOUTH
Construction Manager at Risk Services

PROPOSAL SUBMISSION FORM

The undersigned Proposer hereby declares that:

1. This Proposal is made in good faith, without collusion or fraud and is fair and competitive in all respects.
2. The Proposer has carefully and to his full satisfaction understands the Scope of Work, Special Terms, General Conditions, technical specifications, certificate of insurance, and form of bonds, if applicable, and Proposer has read all issued addenda issued.
3. Proposer has made a full examination of the site and is familiar with the site conditions that may impact its performance.
4. Upon receipt of a Notice of Intent to Award the Construction Phase contract, the Proposer shall commence obtaining a Performance Bond, Labor and Material Payment Bond, immediately after receiving the Notice of Intent to Award; as such documents will be required prior to execution of a Contract.
5. Proposer understands that the contract time starts on the date of the Notice to Proceed.
6. Proposer furthermore agrees that, in case of failure on his part to execute a Contract and provide all required documents within ten (10) calendar days of receipt of the Contract for execution, unless otherwise extended by the Town, the Town may withdraw the offer and contract with another Proposer and the check, bond, or other security accompanying his Proposal and the money payable thereon, shall become the property of the Town, by forfeit as agreed and liquidated damages.
7. Final completion for construction phase work shall be determined at time of GMP contract.
8. Liquidated damages for construction delay are agreed to be \$500 per calendar day.
9. Proposer shall be responsible for all plan review fees and for all permitting fees and utility service connection fees including those obtained through the Town of Palm Beach Planning, Zoning and Building Department, if any.
10. All debris is to be legally disposed of at a licensed disposal site in accordance with town, state and federal standards.
11. The following officer, director or agent of the Proposer is also an employee of the Town of Palm Beach, if any:

Name

Address

N/A

12. The following employee(s) of the Town of Palm Beach, if any, hold either directly or indirectly, an interest in Proposer firm or its affiliates or subsidiaries:

<u>Name</u>	<u>Address</u>
N/A	

Acknowledgement is hereby made of the following Addenda received since issuance of this Request for proposals:

Addendum No. 1 Dated: February 1, 2017 Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____ Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____ Addendum No. _____ Dated: _____

The hereby undersigned representative submits this proposal and certifies that they are an authorized representative of the Proposer who may legally bind the Proposer:

Date: February 15, 2017

*SIGNATURE: 

Name: Kevin P. Higgins Printed Title: Senior Vice President
Company: The Whiting-Turner Contracting Company Legally registered name Address: 1901 W. Cypress Creek Road, Suite 101
City: Fort Lauderdale State: FL Zip: 33309

Telephone No: 954-776-0800 Fax No: 954-776-0797 Federal ID No: 52-0529450

Name of Contact Person: Frank Zaremba

Address: 1901 W. Cypress Creek Road, Suite 101, Fort Lauderdale, FL 33309

Phone Number: 954-776-0800 Fax Number: 954-776-0797

Email Address: frank.zaremba@whiting-turner.com

DUN Number: 00-695-0604

***Failure to affix signature may result in disqualification of proposal.**



(B-2)

RFQ No. 2017-15
TOWN-WIDE OVERHEAD UTILITY UNDERGROUNDING
PHASE 1- SOUTH
Construction Manager at Risk Services

PROPOSERS QUALIFICATIONS

Each proposer must complete the following information and submit with their RFQ in order for the proposal to be considered:

- 1. Legal Name and Address:**

Name: The Whiting-Turner Contracting Company

Address: 1901 W. Cypress Creek Road, Suite 101

City, State, Zip: Fort Lauderdale, FL 33309 Phone/Fax: 954-776-0800 / 954-776-0797

2. Check One: Corporation () Partnership () Individual ()

3. If Corporation, state: Date of Incorporation: **April 12, 1934** State in which Incorporated: **Maryland**

4. If an out-of-state Corporation, currently authorized to do business in Florida, give date of such authorization: **May 8, 1961**

5. Name and Title of Principal Officers Date Elected:

Please refer to attached list of officers.

6. The Vendor's length of time in business: 108 years

7. The Vendor's length of time (continuous) in business as a service organization in Florida: 43 years

8. All bidders must disclose with their bid the name of any officer, director or agent who is also an employee of the Town. Further, all bidders must disclose the name of any Town employee who owns, directly or indirectly, an interest in the bidder's firm or any of its branches.

Name N/A Percentage of Interest: N/A

9. A copy of County and/or Municipal Tax Receipt (Occupational License) in the area of their fixed business location. Please refer to attached Tax Receipt.

10. A current, signed copy of your firm's IRS form W-9. Please refer to attached W-9.

Note: Information requested herein and submitted by the Proposers will be analyzed by the Town and will be a factor considered in awarding any resulting contract. If there are any terms and/or conditions that are in conflict, the most stringent requirement shall apply.

Below is a listing of Whiting-Turner officers:

Name	Position	Years with Whiting-Turner
Timothy J. Regan	President & CEO	37
Charles A. Irish	Sr. Executive Vice President and Executive Advisor to the President	64
Anthony G. Moag	Sr. Executive Vice President and COO	36
Daniel M. Bauer	Executive Vice President	39
Len A. Cannatelli	Executive Vice President	40
Keith A. Douglas	Executive Vice President	34
Stephen P. Duffy	Executive Vice President	53
Frank R. Palmer, IV	Executive Vice President	38
Troy M. Caldwell	Senior Vice President	32
Joaquim M. DaSilva	Senior Vice President	34
Ronald M. Eisenberg	Senior Vice President	39
Michael F. Ernst	Senior Vice President	35
Kempton C. Haile	Senior Vice President	35
Jonathan S. Hess	Senior Vice President	25
Kevin P. Higgins	Senior Vice President	38
Stephen J. Lambertson	Senior Vice President	36
James J. Martini	Senior Vice President	32
Paul N. Schmitt	Senior Vice President	32
Richard L. Vogel, Jr.	Senior Vice President	45
Sam G. Abutaleb	Division Vice President	31
J. Scott Breig	Division Vice President	33
Espen S. Brooks	Division Vice President	36
J. Chris Carlson	Division Vice President	18
Jeffery S. Cochran	Division Vice President	30
Jeffrey S. Dodds	Division Vice President	33
Damon D. Ellis	Division Vice President	22
John G. Giovannone	Division Vice President	33
Maynard W. Grizzard	Division Vice President	30
David M. Hahner	Division Vice President	31
Chris D. Hoyson	Division Vice President	35
Robert E. Kehoe	Division Vice President	30
Adrian J. Kennedy	Division Vice President	31

(B-2) #5: OFFICERS

Name	Position	Years with Whiting-Turner
Steven J. Likins	Division Vice President	29
Jeffrey C. Maeder	Division Vice President	31
David W. Mallik	Division Vice President	24
David W. Meyers	Division Vice President	36
Robert Minutoli, Jr.	Division Vice President	22
Robert H. Mitchell	Division Vice President	40
Brian R. Ott	Division Vice President	32
James G. Owens	Division Vice President	34
Edward J. Schlotterback	Division Vice President	30
Kevin J. Seicke	Division Vice President	31
Daryl C. Steinbeck	Division Vice President	25
Richard Warhall	Division Vice President	30
Samuel R. Wells, III	Division Vice President	31
Jeffrey D. Baxter	Vice President	32
Jesse L. Beam	Vice President	26
Nancy C. Beavers	Vice President	31
John F. Berotti	Vice President	21
Gregory A. Botteon	Vice President	17
Theodore F. Border	Vice President	25
David P. Brickley	Vice President	33
Michael J. Briselden	Vice President	18
Michael Browning	Vice President	18
Michael A. Carper	Vice President	30
Patricia K. Carper	Vice President	32
Susan M. Castellan	Vice President	33
Cale L. Christensen	Vice President	20
Dennis M. Clem	Vice President	22
Jeffrey S. Cooper	Vice President	22
Tavio J. D'Archangelo	Vice President	19
Vijay Daniel	Vice President	21
Cyrena F. Davis	Vice President	19
Bruce C. DeLawder	Vice President	21
Brian C. DeWitt	Vice President	32
Joel L. Dias	Vice President	18
Michael F. Donohoe	Vice President	36
Patrick F. Duffy	Vice President	22

Name	Position	Years with Whiting-Turner
Andrew E. Easter	Vice President	36
Adam Eshelbrenner	Vice President	17
Ruben M. Espinoza	Vice President	22
Karen L. Evans	Vice President	32
Joshua Fanelli	Vice President	20
Mark W. Faul	Vice President	32
Kermit Fawthrop, Jr.	Vice President	37
Scott T. Fitzgerald	Vice President	16
Lawrence J. Garland	Vice President	31
Aaron T. Glover	Vice President	22
James T. Groff	Vice President	20
Steven T. Gurtel	Vice President	18
Donald E. Hanky, Jr.	Vice President	35
Erik C. Healy	Vice President	25
Edward H. Herbert	Vice President	30
Gerard M. Hiller	Vice President	42
Albert C. Huang	Vice President	20
Dennis S. Hunter	Vice President	33
Archibald Jamieson, Sr.	Vice President	34
Jeffrey A. Jenkins	Vice President	23
Edward M. Joffe	Vice President	18
Philip J. Kerber	Vice President	19
Michael Kersey	Vice President	21
Irene D. Knott	Vice President	22
Charles J. KonKolics	Vice President	32
Bernard F. LaHatte	Vice President	38
John S. Lambertson	Vice President	20
Daniel W. Licht, Jr.	Vice President	34
Andrew B. Linden	Vice President	25
Raymond J. MacKeen	Vice President	21
Edward C. Mackowiak	Vice President	47
Christopher N. Martinson	Vice President	34
Vince Masciantonio	Vice President	33
David M. McGinnis	Vice President	41
Scott J. McMahon	Vice President	36
Anthony R. Messina	Vice President	23

Name	Position	Years with Whiting-Turner
John M. Meyhoefer	Vice President	21
Thomas J. Mitchell	Vice President	31
Thomas A. Monticup	Vice President	20
Raymond P. Moriconi	Vice President	18
Christopher Moore	Vice President	21
Robert Moore	Vice President	22
Corey S. Norris	Vice President	20
Scott O'Dell	Vice President	23
Bryan R. Ozlin	Vice President	22
Jovan Petrovic	Vice President	19
Drew Polana	Vice President	23
Dana A. Pomeroy	Vice President	6
David Potts	Vice President	23
Terry S. Powell	Vice President	31
Daniel S. Ramsey	Vice President	19
Craig A. Rayner	Vice President	28
David Reitmeyer	Vice President	26
Randall H. Riesner	Vice President	27
Andrew W. Roberts	Vice President	19
Louis Rossi	Vice President	39
Kurt D. Sandberg	Vice President	33
Kevin P. Shields	Vice President	40
John A. Stackalis	Vice President	22
Terry M. Spencer	Vice President	22
Jason W. Spicer	Vice President	18
Daniel M. St. John	Vice President	15
Robert W. Tomlinson	Vice President	21
Christopher M. Vadas	Vice President	32
Pete T. Valianatos	Vice President	22
Brent A. Voyles	Vice President	31
William J. Wahl	Vice President	21
John D. Whiteneck	Vice President	19
G. William Whiting	Vice President	37
Thomas R. Wooden	Vice President	18
Christopher J. Woods	Vice President	18

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT 115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-831-4000 VALID OCTOBER 1, 2016 THROUGH SEPTEMBER 30, 2017						
DBA: WHITING TURNER CONTRACTING CO THE Business Name: WHITING TURNER CONTRACTING CO THE				Receipt #: 180-7248 Business Type: GENERAL CONTRACTOR (GENERAL-CONTR)		
Owner Name: ROBERT H MITCHELL Business Location: 1901 W CYPRESS CRK RD 101 FT LAUDERDALE Business Phone: 954-776-0800				Business Opened: 10/11/2006 State/COUNTY/Cert/Reg: CGC053443 Exemption Code:		
Rooms	Seats	Employees	Machines	Professionals		
12			12			
For Vending Business Only Number of Machines:						
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
54 . 00	0 . 00	0 . 00	0 . 00	0 . 00	0 . 00	54 . 00
THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS						
THIS BECOMES A TAX RECEIPT				This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.		
WHEN VALIDATED						
Mailing Address: ROBERT H MITCHELL 1901 W CYPRESS CRK RD STE 101 FORT LAUDERDALE, FL 33309				Receipt #: 04B-15-00007203 Paid: 07/28/2016 54.00		
2016 - 2017						
BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT						



W-9

Form
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. The Whiting-Turner Contracting Company	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ► Note: For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ►	
4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) Exemption from FATCA reporting code (if any) (Applies to accounts maintained outside the U.S.)	
5 Address (number, street, and apt. or suite no.) 300 East Joppa Road	Requester's name and address (optional)
6 City, state, and ZIP code Baltimore, MD 21286	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number
- -

or
Employer identification number
5 2 - 0 5 2 9 4 5 0

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ► *[Signature]*

Date ► **January 2, 2017**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Cat. No. 10231X

Form W-9 (Rev. 12-2014)





RFQ No. 2017-15
TOWN-WIDE OVERHEAD UTILITY UNDERGROUNDING
PHASE 1- SOUTH
Construction Manager at Risk Services

(B-3)

REFERENCES

The following is a list of current and pertinent professional references that the Town can contact in relation to Proposer's qualifications, financial stability, and experience. Failure to furnish this information may be grounds for rejection of the proposal.

1. Name and Address of Firm, City, County, or Agency The City of Pompano Beach 100 W. Atlantic Avenue Pompano Beach, FL 33060	Scope of Work: Streetscape Improvements Date(s): 2014-2015 Amount: \$3,000,000+ Contact: Horacio Danovich, CIP Engineer Telephone No: 954-786-7834
For Town Use Only: Reference Verified: Yes <input type="checkbox"/> No <input type="checkbox"/>	Comments:

2. Name and Address of Firm, City, County, or Agency The City of Coral Springs 9551 W. Sample Road Coral Springs, Florida 33065	Scope of Work: Downtown Infrastructure Improvements Date(s): 2014-2015 Amount: \$4,000,000+ Contact: Ron Stein, Construction PM Telephone No: 954-531-2395
For Town Use Only: Reference Verified: Yes <input type="checkbox"/> No <input type="checkbox"/>	Comments:

3. Name and Address of Firm, City, County, or Agency Palm Beach County Dept. of Airports 846 Palm Beach International Airport West Palm Beach, FL 33406	Scope of Work: Baggage Handling System Date(s): 2014 - Present Amount: \$41,000,000+ Contact: Cindy Portnoy, PE Telephone No: 561-471-7411
For Town Use Only: Reference Verified: Yes <input type="checkbox"/> No <input type="checkbox"/>	Comments:

4. Name and Address of Firm, City, County, or Agency Keith & Associates, Inc. (Civil Engineer) 301 E. Atlantic Blvd. Pompano Beach, FL 33060	Scope of Work: MLK Watermain & Streetscape Date(s): 2013-2015 Amount: \$4,000,000+ Contact: Dodie Keith-Lazowick, Owner Telephone No: 954-788-3400
For Town Use Only: Reference Verified: Yes <input type="checkbox"/> No <input type="checkbox"/>	Comments:

5. Name and Address of Firm, City, County, or Agency The City of West Palm Beach 401 Clematis Street West Palm Beach, FL 33401	Scope of Work: Multiple projects Date(s): 2001-present Amount: \$80,000,000+ Contact: Dorritt Miller Telephone No: 561-822-1400
For Town Use Only: Reference Verified: Yes <input type="checkbox"/> No <input type="checkbox"/>	Comments:

Company Name: The Whiting-Turner Contracting Company



RFQ No. 2017-15
TOWN-WIDE OVERHEAD UTILITY UNDERGROUNDING
PHASE 1- SOUTH
Construction Manager at Risk Services

(B-4)

DRUG-FREE WORK PLACE CERTIFICATION

Whenever two (2) or more bids/proposals, which are equal with respect to price, quality, and service, are received by the Town of Palm Beach for the procurement of commodities or contractual services, a bid/proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of controlled substances is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in number (1).
4. In the statement specified in number (1), notify the employees that as a condition for working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction on or plea of guilty or nolo contendere to any violation of Chapter 893, Florida Statutes or of any controlled substance law of the United States or any singular state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

This Certification is submitted by Kevin P. Higgins **the**
(Individual's Name)

Senior Vice President of **The Whiting-Turner Contracting Company**
(Title/Position with Company/Vendor) **(Name of Company/Vendor)**

Who does hereby certify that said Company/Vendor has implemented a drug-free workplace program, which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.

February 15, 2017
Date


Signature

PRE-CONSTRUCTION SERVICES AGREEMENT

Town-Wide Overhead Utility Undergrounding Phase I – South

This Pre-Construction Services Agreement ("AGREEMENT") dated as of April 13 2017, is made by and between The Town of Palm Beach, Florida ("OWNER") and Whiting-Turner Contracting Company, a Maryland corporation, with its principal place of business located at 1901 W. Cypress Creek Road, Suite 101 Fort Lauderdale, Florida, 33309 ("CONTRACTOR").

RECITALS

A. OWNER is planning to proceed with Town-Wide Overhead Utility Undergrounding Phase I – South thereon ("Project") located in the Town of Palm Beach under the contractual modality known as Construction Manager (CMAR); and,

B. CONTRACTOR has certified that it is licensed to do business in Palm Beach County, Florida, licensed as general contractor in the State of Florida, and has represented to Owner that Contractor has extensive experience and expertise in general construction and construction management; and,

C. IN RELIANCE upon Contractor's representations and expertise, Owner, subject to the approval of the Town Council, or the Town Manager as applicable under Town Ordinances or Florida law, shall assist in pre-construction activities in order to provide a Guaranteed Maximum Price (GMP) and other services as described herein, with the intention, that, at the parties' discretion, Owner and Contractor will make a good faith attempt to negotiate and execute a mutually acceptable contract for Contractor to construct the improvements in accordance with construction documents produced by Owner's design professionals in a CMAR format, subject to Town Council approval.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Recitals.** The foregoing recitals are incorporated herein by this reference and made a part hereof.

2. **Relationship of the Parties.** Contractor acknowledges and accepts the relationship of trust and confidence established with the Owner by this Agreement, and covenants with the Owner to furnish Contractor's best, reasonable skill and judgment, and to cooperate with the Engineer in furthering the interests of the Owner. Contractor shall furnish pre-construction services and use its best efforts to perform those services in an expeditious and economical manner consistent with the interests of the Owner. The Owner shall endeavor to promote harmony and cooperation among the Owner, Engineer, Contractor, and other persons or entities employed by the Owner for the Project. Information under the Owner's control, or responses or actions required from the Owner, shall be furnished by the Owner with reasonable promptness to avoid delay in Contractor's performance of the pre-construction services. The parties agree that

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PRE-CONSTRUCTION SERVICES AGREEMENT
Town-Wide Overhead Utility Undergrounding Phase I – South

Contractor is an independent contractor and not an employee of Owner, and nothing in this Agreement shall be construed to create an employer/employee relationship between the parties.

3. **Services.** Subject to the terms and conditions hereinafter set forth, Contractor agrees to provide the services set forth in all Articles of this Agreement (“Services”) for a fee of \$22,200, all in accordance with all local, state, and federal law, codes, regulations, standards and orders (“Applicable Law”):

Task I

PRE-CONSTRUCTION PROGRESS MEETINGS:

This scope includes the CONTRACTOR conducting weekly team progress meetings attended by CONTRACTOR, design professionals, Owner, and others as requested. The CONTRACTOR shall provide agendas and produce meeting notes from each meeting documenting the issues of the project, assigning responsibility for issue resolution, and tracking the timelines for issue resolution.

TASK I – TOTAL FEE \$4,200

Task II

PRE-CONSTRUCTION SCHEDULING:

This scope includes initial data collection with design professionals providing necessary permits required and timelines for applications and securing all permits.

Based on the provided information, the CONTRACTOR will develop a master Pre-Construction Phase Bar Chart schedule incorporating design development, permitting, plan review, cost estimate preparation, guaranteed maximum price preparation, submittal review and approval, long lead item identification and procurement, kickoff informational meeting, and project ground-breaking.

TASK II – TOTAL FEE \$3,600

Task III

A. CONSTRUCTABILITY REVIEW:

The scope includes continual review of the plan details as periodically provided by the Design Team. The review shall report to the Owner as to any design criteria which may present considerable constructability challenges. This scope also will assist the Design Team in any plan modifications and re-design.

TASK III.A – TOTAL FEE \$2,400

B. GUARANTEED MAXIMUM PRICE (GMP) 90% PLANS:

The scope consists of the CONTRACTOR preparing the guaranteed maximum price and the final construction budget based on the construction documents provided by the design team. The GMP shall consist of a detailed line item quantity survey for all major items of work to be performed. Those project scope of work items that 90% plans were not yet developed for, may be included in the GMP as Allowance items, or may be added to the contract at a



PRE-CONSTRUCTION SERVICES AGREEMENT
Town-Wide Overhead Utility Undergrounding Phase I – South

future date by change order. The CONTRACTOR's general conditions shall be detailed as well as the construction phase fee. The aforementioned information shall be presented to the Owner along with all supporting documentation for review and approval. This agreed upon document shall become the basis of the construction services phase of the project and shall conclude the pre-construction services phase of the project.

TASK III.B – TOTAL FEE \$12,000

4. **Fees.** (a) The Contractor shall perform the above-referenced Services on a stipulated, lump-sum basis, not-to-exceed, in any event, without the express written consent of Owner first being obtained, the amounts set forth in each Services work scope enumerated in Article 3 above. In that regard, Contractor has provided its Estimate Summaries for each Services work scope, which are attached hereto as composite Exhibit "A." Contractor represents to Owner that Contractor has carefully reviewed the pre-construction services necessary to fulfill each services work scope, and that its estimates therefore in composite Exhibit "A" reflect, without exaggeration and to the best of Contractor's knowledge and belief, the labor, personnel and other expenses reasonably necessary to complete and discharge each such scope. Except for Additional Services, in the event Contractor's estimates are exceeded, Contractor understands and agrees that its compensation is limited to the assigned stipulated, lump-sum amounts in Article 3 above, on a stand-alone basis.

5. **Additional Services.** The Owner reserves the right to request the CONTRACTOR to provide Additional Services. The CONTRACTOR shall provide Owner with a written proposal to perform said Additional Services, and CONTRACTOR shall perform such Additional Services after receiving a signed copy of the proposal from Owner indicating Owner's written permission to proceed. This Agreement shall be modified to reflect such Owner-approved agreements regarding the cost and time to complete said Additional Services.

6. **Term.** This Agreement shall commence as of the date first written above ("Effective Date") and shall remain in effect until the Work is complete or four (4) months thereafter, with the Owner having the option, upon five (5) business days' written notice, to extend the term for up to two (2) individual, additional one (1) month terms. In no event, however, shall the term of this Agreement continue for more than six (6) months from the Effective Date. Time is of the essence as to all deadlines set forth in this Agreement. This Agreement shall terminate as of the effective date of the CMAR contract executed by the parties, if any. CONTRACTOR specifically understands and agrees that its performance, in whole or in part, of this Agreement, does not in any manner obligate Owner to later award and execute any contract, of any nature whatsoever, with CONTRACTOR.

7. **Payment.** (a) Fees and expenses described in Article 4 shall be billed monthly in arrears. Provided an application for payment and all detailed supporting documentation reasonably required by Owner is received by the last day of a month, payments shall be made no later than the fifteenth (15) day of the following month. Otherwise, payments shall be made within twenty (20) days of receipt of the CONTRACTOR's application and all required supporting documentation thereto. No payment, however, shall be made unless and until

PRE-CONSTRUCTION SERVICES AGREEMENT
Town-Wide Overhead Utility Undergrounding Phase I – South

Contractor provides Owner with all documentation supporting and evidencing the hours and other amounts billed, and partial or final releases, as the case may be, from itself and all subcontractors and other entities, if any, providing labor, materials, equipment and/or services to the Project, inform satisfactory to Owner. Certified payroll records for all employees for which reimbursement is sought, shall be supplied to Owner upon request, and made available to the Owner for inspection or audit at the Owner's option at any time during the life of this Agreement, and for a period of three (3) years after final payment. (b) In the event this Agreement is terminated, as provided hereunder, Owner shall, in conformance with Article 14 below, pay Contractor the fees and expenses referenced in Article 4, for all Services completed as of the termination date, minus any substantiated set-offs that Owner may have against CONTRACTOR.

8. **Final Payment and Release.** Upon satisfactory completion by the Contractor and acceptance by the Owner of all Services required pursuant to this Agreement, or all Services performed prior to the termination of said Agreement if so terminated, and upon receipt of all required supporting documentation and final releases and claim waivers (in the form satisfactory to Owner) from Contractor and its subcontractors and other entities, if any, providing labor, materials, equipment and/or services to the Project, final payment shall be made to the Contractor. Acceptance by the Contractor of final payment hereunder shall operate as, and shall be a release to the Owner from all claims and liability to the Contractor and its successors, legal representatives, and assigns for anything done or furnished under or arising out of the provisions of this Agreement. No payment, final or otherwise, shall release the Contractor from any obligation under this Agreement.

9. **Confidentiality.** Owner may disclose to Contractor or allow Contractor access to certain information and materials of Owner that are confidential, including without limitation, security and other data that are exempt from public access under Chapter 119, Florida Statutes. Confidential information shall not include information which is within the public domain, or that may lawfully be obtained by Contractor from a third party without an obligation of confidentiality. At all times, both during and after the Term, Contractor shall use said confidential information, if any, with a reasonable degree of care to prevent the unauthorized use, dissemination and publication thereof, so long as such information is clearly identified by Owner as being "Confidential." Notwithstanding the foregoing, Contractor may disclose information that may be considered confidentially exempt to a Court of Law if so ordered by a Court of Competent Jurisdiction.

10. **Standard of Care.** Contractor shall diligently and in good faith carry out its duties under this Agreement. The standard of performance expected of Contractor hereunder is that reasonably and diligently adhered to by a construction company representing itself as experienced in construction and construction management of high profile undergrounding of overhead utilities and infrastructure improvement projects within the Project locale, the recommendations and advice of Contractor concerning design alternatives shall be subject to the review and approval of the Owner and the Owner's professional consultants. It is not Contractor's responsibility to ascertain that the Architect's drawings and specifications are in

PRE-CONSTRUCTION SERVICES AGREEMENT
Town-Wide Overhead Utility Undergrounding Phase I – South

accordance with Applicable Law. However, if Contractor recognizes that portions of the drawings and/or specifications are obviously at variance with Applicable Law, Contractor shall promptly notify the Architect and Owner in writing; provided however, Contractor shall have no liability as to non-compliance of the drawings and specifications with Applicable Law. Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering.

11. **CMAR Contract.** Concurrently with the performances of Services hereunder, the parties shall negotiate, in good faith, a CMAR contract. If the parties are able to agree on contract terms, the proposed contract shall be presented to the Town Council for its review and approval. It is understood and agreed by Contractor that the Town Council, at its sole discretion, and without limiting the generality hereof, may reject, in whole or part, any of the previously negotiated CMAR contract provisions, and instruct the parties to renegotiate, suspend, or cancel the Project itself, authorize negotiations with another bidder, change the contract format to another project delivery modality. If the Town Council does not award a contract, the Contractor is limited to the compensation addressed herein, without further recourse. Contractor shall not be entitled to any compensation whatsoever for its costs, expenses, and legal fees incurred during the negotiation process.

12. **Notices.** All notices, requests, demands and other papers shall be deemed to have been duly given in writing if delivered personally or if deposited in the United States mail, properly addressed and postage prepaid, (a) if to Owner, at Town of Palm Beach, 360 South County Road, P.O. Box 2029, Palm Beach, FL 33480, Attn: Town Manager-Mr. Thomas G. Bradford, with copies to the Town Engineer, Patricia Strayer and Project Engineer Michael Roach and (b) if to Contractor, at The Whiting-Turner Contracting Company, 1901 W. Cypress Creek Road, Ft. Lauderdale, FL33309, Attn: Mr. Robert H. Mitchell with copy to Frank Zaremba, or any other address as may be given by either party by written notice. Such notices, if sent by registered or certified mail, return receipt requested, shall be deemed to have been given at the time of mailing.

13. **Choice of Law, Venue, and Attorney's Fees.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida. Any litigation arising out of or in connection with this Agreement shall be maintained in a Court of appropriate jurisdiction in Palm Beach County, Florida. In the event of any lawsuit in connection with this Agreement initiated by either Owner or Contractor, the prevailing party shall be entitled to its reasonable attorney's fees and costs at the trial and appellate levels.

14. **Indemnity.** Subject to the limitations of Florida Statute 768.28, and otherwise intending to be compliant with 725.06, F.S., Owner shall indemnify, defend, and hold Contractor harmless against any action, claim, damage, judgment, liability, obligation, penalty, settlement or suit (including but not limited to reasonable fees and disbursements of attorneys and other professionals and para professionals and court costs) arising out of, resulting from or related to this Agreement or the performance of any activities on or for the Property or otherwise related to

PRE-CONSTRUCTION SERVICES AGREEMENT
Town-Wide Overhead Utility Undergrounding Phase I – South

this Agreement to the extent caused by the fault or negligent acts or omissions of Owner. Contractor shall defend and hold Owner harmless against any action, claim, damage, judgment, liability, obligation, penalty, settlement or suit (including but not limited to reasonable fees and disbursements of attorneys and other professionals and para professionals and court costs) arising out of, resulting from or related to this Agreement or the performance of any activities on or for the Property or otherwise related to this Agreement to the extent caused by the fault or negligent acts or omissions of Contractor or its contractors, subcontractors, consultants or anyone for whose actions Contractor or its subcontractors or consultants is legally responsible. Contractor's liability and/or duty under this Article will not be subject to any limit on types or amounts of damages, compensation or benefits payable under worker's compensation, disability benefits or other employee benefit laws, provided, however, that neither party shall be responsible for indemnifying the other to the extent that any damage was caused by the negligence, gross negligence, or intentional acts of that party seeking to be indemnified, or any of that party's contractors, subcontractors, consultants or anyone for whose actions that party or its subcontractors to consultants is responsible.

15. **Power and Authority.** Contractor certifies that it has the power to enter into this Agreement, to perform its obligations under this Agreement, and to complete the work contemplated by this Agreement. Contractor has taken all partnership, corporate or other actions required to authorize Contractor to execute and deliver this Agreement, to perform its obligations under this Agreement, and to complete the transactions contemplated by this Agreement.

16. **Termination.** If at any time during the term, either party hereto is in default under this Agreement, the non-defaulting party shall have the right to terminate this Agreement upon not less than fifteen (15) days prior written notice to the other party of such termination. Such notice shall specify with particularity the failure(s) to perform and the acts the defaulting party must undertake to remedy such failure(s). If at the conclusion of such fifteen (15) day period, such failure(s) are not cured, then this Agreement shall terminate immediately upon receipt of a second written notice from the non-defaulting party declaring such termination. In addition, as set forth above, Owner may, in its sole discretion, terminate this Agreement for its convenience and without cause, upon written notice to the Contractor, and such termination shall be effective immediately. As set forth above, in the event the Agreement is terminated, Owner shall pay Contractor only the then earned but unpaid fees and expenses, described in Article 4, for all work completed as of the termination date, minus any substantiated set-offs that Owner may have against Contractor. Contractor shall not be entitled, under any circumstances, to its costs, legal fees, or other expenses arising out of or in connection with the negotiating of the construction contract.

17. **Entire Agreement and Assignment.** This Agreement embodies the entire agreement and understanding between the parties with respect to the subject matter hereof, and to the extent inconsistent therewith, supersedes all other prior agreements, understandings, representations, covenants, oral or written. This Agreement and the obligations of the parties under this Agreement may be amended, waived or discharged only by an instrument in writing

PRE-CONSTRUCTION SERVICES AGREEMENT
Town-Wide Overhead Utility Undergrounding Phase I – South

executed by the party against which enforcement of the amendment, waiver or discharge is sought. The provisions of this Agreement shall be binding upon the parties hereto and shall inure to the benefit of their respective successors and permitted assigns. Neither party shall assign this Agreement nor its rights under this Agreement nor delegate responsibility for performance of its obligations under this Agreement absent the prior written consent of the other party.

18. **Ownership of Documents.** All drawings, designs, architectural revisions, take-offs, estimates, schedules, specifications, and any other materials prepared by Architect or Contractor shall be the property of Owner. It is the intention of the parties that the plans and specifications shall be the sole property of Owner whether the Project is constructed or not.

19. **Performance and Payment Bonds.** In accordance with 255.05(l) (a), Owner exempts Contractor with respect to this Agreement from the requirement of providing Performance and Payment Bonds.

20. **Insurance.** The Contractor shall obtain and maintain, at its own expense, insurance coverages acceptable to Owner insuring the Owner, Contractor, and their employees, agents, consultants and designees as required herein, which insurance shall incorporate a provision requiring the giving of written Notice to Owner at least thirty (30) calendar days prior to the cancellation, non-renewal or material modification of any such policies as evidenced by return receipt of United States certified mail. The types and policy limits are set forth in Exhibit "B" hereto attached and made a part hereof.

The contractor shall provide at its own cost and expense during the life of the contract, the following insurance coverages to the Town of Palm Beach (30) thirty business days prior to the commencement of any work. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The insurance shall be evidenced by certificates and/or policies to include premiums as determined by the Town of Palm Beach. It shall be an affirmative obligation upon the Service Provider to advise the Town's Risk Manager at fax no. 561-838-5497, email risk@townofpalmbeach.com, 360 S. County Road, Palm Beach, FL 33480 within 30 days of cancellation, non-renewal or modification of any stipulated insurance and failure to do so shall be construed to be a breach of this Agreement/contract. The Town of Palm Beach reserves the right to require additional insurance coverages and limits based upon the particular service or change order requested by the contractor.

Comprehensive General Liability Insurance coverage with limits of liability not less than \$5,000,000 Each Occurrence/\$10,000,000 Aggregate or a per project aggregate of \$5,000,000. The Certificate of Insurance shall indicate an Occurrence Basis only. Claims made policies will not be accepted. The Town of Palm Beach shall be endorsed as an additional insured under the General Liability and Products and Completed Operations coverage. A waiver of subrogation shall be in the favor of the Town. The contractor's

PRE-CONSTRUCTION SERVICES AGREEMENT
Town-Wide Overhead Utility Undergrounding Phase I – South

General Liability coverage shall be primary and non-contributory.

This insurance shall indicate on the certificate of insurance the following coverages:

- a. Premises-Operation
- b. Independent Contractor and Subcontractors
- c. Products and Completed Operations (2 years postdate of completion)
- d. Broad Form Contractual

Auto Liability coverage with limits not less than \$1,000,000 Each Occurrence combined Single Limit each accident. The Certificate of Insurance shall indicate coverage for Any Auto or Owned Autos/ Hired Autos/Non-Owned Autos.

Workers' Compensation coverage with statutory limits pursuant to Florida State Statute 440. Should the scope of work performed by contractor qualify its employee for benefits under federal workers' compensation statute (example, U.S. Longshore & Harbor Workers Act or Merchant Marine act), proof of appropriate federal act coverage must be provided. Employers Liability coverage with limits not less than \$100,000 for each accident, \$100,000 disease (each employee) and \$500,000 disease (policy limit).

All policies and certificates of insurance of the Contractor shall contain the following clauses:

1. Insurers shall have no right of recovery or subrogation against the Town (including its agents, officers, past and present employees, elected officials and representatives), it, being the intention of the parties, the insurance policy in effect shall protect both parties and be the primary coverage and non-contributory for any and all losses covered by the above described insurance.
2. The clause "other insurance provisions" in a policy in which the Town is endorsed as an additional insured shall not apply to the Town, its agents, officials, past and present employees, elected officials and representatives if these provisions conflict with or otherwise limit the obligations of the contractor under the terms of this agreement.
3. Insurance companies issuing the policy or policies shall have no recourse against the Town, (including its agents, officers, past and present of any premiums or assessments under any form of policy.
4. Any and all deductibles or self-insured retentions in the above described insurance policy shall be assumed by and be for the account of and at the sole risk of the contractor. The amount of the deductible or self-insured retention accepted by the Town Manager.

Umbrella or Excess Liability is required up to the minimum limit of liability if the limits of liability shown on the Certificate of Insurance under General Liability do not meet the minimum limit of liability as required.



PRE-CONSTRUCTION SERVICES AGREEMENT
Town-Wide Overhead Utility Undergrounding Phase I – South

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date written above.

WITNESS and ATTEST:

Brent Malone

CONSTRUCTION MANAGER
WHITING-TURNER CONTRACTING
COMPANY

By: K. P. L.

Oma

Printed Name: Kevin P. Higgin's

Title: SR VP

WITNESS and ATTEST:

OWNER
THE TOWN OF PALM BEACH, FLORIDA

Susan Eichhorn
Susan Eichhorn
Acting Town Clerk

Thomas G. Bradford

Printed Name: Thomas G. Bradford

Title: Town Manager

Approved as to form:

John C. Randolph
John C. Randolph, Town Attorney

Recommended by:

H. Paul Brazil, P.E., Director of Public Works

PB

Town of Palm Beach Undergrounding of Overhead Utilities Phase 1 - South

W-T GMP BUDGET SUMMARY

June 8, 2017

ITEM #	DESCRIPTION	COST
	<u>OH ----> UG Conversions & Required Work along S. Ocean Boulevard & Ibis Isle</u>	
	Town Overhead to Undergrounding Direct Construction Cost (Excluding Lake Worth)	\$3,408,892.27
	W-T GC's / GR's /Bond / Insurance/Fee	\$1,042,084.95
	SUB-TOTAL	\$4,450,977.22

ITEM #	DESCRIPTION	COST
	<u>Lake Worth (All Scopes)</u>	
	Lake Worth Overhead to Undergrounding Direct Construction Cost	\$267,796.50
	W-T GC's / GR's /Bond / Insurance/Fee	\$83,284.71
	SUB-TOTAL	\$351,081.21

PHASE 1 SOUTH UNDERGROUNDING TOTAL	\$4,802,058.43
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ITEM #	DESCRIPTION	COST
	<u>Ibis Isle - Fire Hydrant & Associated Restoration</u>	
	Ibis Isle - Fire Hydrant & Associated Restoration Direct Constrcution Cost	\$21,300.00
	W-T GC's / GR's /Bond / Insurance / Fee	\$6,613.33
	SUB-TOTAL	\$27,913.33
	IBIS ISLE FIRE HYDRANT & RESTORATION TOTAL	\$27,913.33

ITEM #	DESCRIPTION	
	<u>Ibis Isle Curb, Asphalt, Striping & Restoration</u>	
	Ibis Isle Curb, Asphalt, Striping & Restoration Direct Construction Cost	\$93,505.00
	W-T GC's / GR's /Bond / Insurance / Fee	\$29,031.90
	SUB-TOTAL	\$122,536.90
	IBIS ISLE CURB, ASPHALT & STRIPING TOTAL	\$122,536.90

ITEM #	DESCRIPTION	
	<u>Street Lighting</u>	
	Street Lighting Direct Constrcution Cost	\$1,789,398.00
	W-T GC's / GR's /Bond / Insurance / Fee	\$556,245.52
	SUB-TOTAL	\$2,345,643.52
	STREET LIGHTING TOTAL	\$2,345,643.52

TOTAL GMP BUDGET	\$7,298,152.18
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THE WHITING-TURNER CONTRACTING COMPANY
 Overhead Utility Undergrounding Phase 1 - South
 Town of Palm Beach, Florida

Subcontract No.: _____

EXHIBIT J
DRAWINGS & SPECIFICATIONS LOG
(6 Pages)

Drawing Log			
Sheet #	Sheet Title	Date	Consultant
	<u>Town-Wide Undergrounding of Utilities Program – Master Plan</u>		
Page 91	Transportation Management Plan – Phase 1 (2017)	W-T Received Stamp 4-17-17	Kimley-Horn
Page 92	Transportation Management Plan – Phase 1 (2017)	W-T Received Stamp 4-17-17	Kimley-Horn
Page 93	Transportation Management Plan – Phase 1 (2017)	W-T Received Stamp 4-17-17	Kimley-Horn
Page 94	Transportation Management Plan – Phase 1 (2017)	W-T Received Stamp 4-17-17	Kimley-Horn
Page 95	Transportation Management Plan – Phase 1 (2017)	W-T Received Stamp 4-17-17	Kimley-Horn
Page 96	Transportation Management Plan – Phase 1 (2017)	W-T Received Stamp 4-17-17	Kimley-Horn
Page 97	Transportation Management Plan – Phase 1 (2017)	W-T Received Stamp 4-17-17	Kimley-Horn
Page 98	Transportation Management Plan – Phase 1 (2017)	W-T Received Stamp 4-17-17	Kimley-Horn
Page 99	Transportation Management Plan – Phase 1 (2017)	W-T Received Stamp 4-17-17	Kimley-Horn
Page 100	Transportation Management Plan – Phase 1 (2017)	W-T Received Stamp 4-17-17	Kimley-Horn
Page 101	Transportation Management Plan – Phase 1 (2017)	W-T Received Stamp 4-17-17	Kimley-Horn
Page 102	Transportation Management Plan – Phase 1 (2017)	W-T Received Stamp 4-17-17	Kimley-Horn
Page 103	Transportation Management Plan – Phase 1 (2017)	W-T Received Stamp 4-17-17	Kimley-Horn
Page 104	Transportation Management Plan – Phase 1 (2017)	W-T Received Stamp 4-17-17	Kimley-Horn
	<u>Ocean Blvd from Lake Ave to Sloan's Curve Lighting Site Plan</u>		
C0-1	Cover Sheet	W-T Received Stamp 5-12-17	Mock Roos
C0-2	General Notes & Legend	W-T Received Stamp 5-12-17	Mock Roos
C0-3	Location Map, Key Sheet	W-T Received Stamp 5-12-17	Mock Roos
C1-1	Site Plan Sta 123+18 to Sta 127+50	W-T Received Stamp 4-6-17	Mock Roos
C1-2	Site Plan Sta 127+50 to Sta 132+00	W-T Received Stamp 4-6-17	Mock Roos
C1-3	Site Plan Sta 132+00 to Sta 136+50	W-T Received Stamp 4-6-17	Mock Roos
C1-4	Site Plan Sta 136+50 to Sta 141+00	W-T Received Stamp 4-6-17	Mock Roos
C1-5	Site Plan Sta 141+00 to Sta 145+50	W-T Received Stamp 4-6-17	Mock Roos
C1-6	Site Plan Sta 145+50 to Sta 150+00	W-T Received Stamp 4-6-17	Mock Roos
C1-7	Site Plan Sta 150+00 to Sta 154+50	W-T Received Stamp 4-6-17	Mock Roos
C1-8	Site Plan Sta 154+50 to Sta 159+00	W-T Received Stamp 4-6-17	Mock Roos
C1-9	Site Plan Sta 159+00 to Sta 163+50	W-T Received Stamp 4-6-17	Mock Roos
C1-10	Site Plan Sta 163+50 to Sta 168+00	W-T Received Stamp 4-6-17	Mock Roos
C1-11	Site Plan Sta 168+00 to Sta 172+50	W-T Received Stamp 4-6-17	Mock Roos
C1-12	Site Plan Sta 172+50 to Sta 177+00	W-T Received Stamp 4-6-17	Mock Roos
C1-13	Site Plan Sta 177+00 to Sta 181+50	W-T Received Stamp 4-6-17	Mock Roos
C1-14	Site Plan Sta 181+50 to Sta 186+00	W-T Received Stamp 4-6-17	Mock Roos
C1-15	Site Plan Sta 186+00 to Sta 190+50	W-T Received Stamp 4-6-17	Mock Roos
C1-16	Site Plan Sta 190+50 to Sta 195+00	W-T Received Stamp 4-6-17	Mock Roos

Initialed by: Contractor: _____ Subcontractor: _____

THE WHITING-TURNER CONTRACTING COMPANY
 Overhead Utility Undergrounding Phase 1 - South
 Town of Palm Beach, Florida

Subcontract No.: _____

C1-17	Site Plan Sta 195+00 to Sta 199+50	W-T Received Stamp 4-6-17	Mock Roos
C1-18	Site Plan Sta 199+50 to Sta 204+00	W-T Received Stamp 4-6-17	Mock Roos
C1-19	Site Plan Sta 204+00 to Sta 208+50	W-T Received Stamp 4-6-17	Mock Roos
C1-20	Site Plan Sta 208+50 to Sta 213+00	W-T Received Stamp 4-6-17	Mock Roos
C1-21	Site Plan Sta 213+00 to Sta 217+50	W-T Received Stamp 4-6-17	Mock Roos
C1-22	Site Plan Sta 217+50 to Sta 222+00	W-T Received Stamp 4-6-17	Mock Roos
C1-23	Site Plan Sta 222+00 to Sta 226+50	W-T Received Stamp 4-6-17	Mock Roos
C1-24	Site Plan Sta 226+50 to Sta 231+00	W-T Received Stamp 4-6-17	Mock Roos
C1-25	Site Plan Sta 231+00 to Sta 235+50	W-T Received Stamp 4-6-17	Mock Roos
C1-26	Site Plan Sta 235+50 to Sta 239+50	W-T Received Stamp 4-6-17	Mock Roos
C1-27	Site Plan Sta 239+50 to Sta 243+66	W-T Received Stamp 4-6-17	Mock Roos
C5-1	Light Pole Detail	W-T Received Stamp 5-12-17	Mock Roos
C5-2	Details	W-T Received Stamp 5-12-17	Mock Roos
C5-3	Details	W-T Received Stamp 5-12-17	Mock Roos
TOWNWIDE UNDERGROUNDING PHASE 1 - SOUTH			
C1.00	Cover Sheet	W-T Received Stamp 4-6-17	Kimley-Horn
Sheet 1 of 5	Topographical Survey – State Road A-1-A	W-T Received Stamp 4-6-17	Avirom
Sheet 2 of 5	Topographical Survey – State Road A-1-A	W-T Received Stamp 4-6-17	Avirom
Sheet 3 of 5	Topographical Survey – State Road A-1-A	W-T Received Stamp 4-6-17	Avirom
Sheet 4 of 5	Topographical Survey – State Road A-1-A	W-T Received Stamp 4-6-17	Avirom
Sheet 5 of 5	Topographical Survey – State Road A-1-A	W-T Received Stamp 4-6-17	Avirom
Sheet 1 of 7	Topographical Survey Ibis Way & Ibis Isle Road	W-T Received Stamp 4-6-17	Dennis Leavy
Sheet 2 of 7	Topographical Survey Ibis Way & Ibis Isle Road	W-T Received Stamp 4-6-17	Dennis Leavy
Sheet 3 of 7	Topographical Survey Ibis Way & Ibis Isle Road	W-T Received Stamp 4-6-17	Dennis Leavy
Sheet 4 of 7	Topographical Survey Ibis Way & Ibis Isle Road	W-T Received Stamp 4-6-17	Dennis Leavy
Sheet 5 of 7	Topographical Survey Ibis Way & Ibis Isle Road	W-T Received Stamp 4-6-17	Dennis Leavy
Sheet 6 of 7	Topographical Survey Ibis Way & Ibis Isle Road	W-T Received Stamp 4-6-17	Dennis Leavy
Sheet 7 of 7	Topographical Survey Ibis Way & Ibis Isle Road	W-T Received Stamp 4-6-17	Dennis Leavy
Sheet 1 of 8	Topographical Survey – A1A (South Ocean Blvd.)	W-T Received Stamp 4-6-17	Dennis Leavy
Sheet 2 of 8	Topographical Survey – A1A (South Ocean Blvd.)	W-T Received Stamp 4-6-17	Dennis Leavy
Sheet 3 of 8	Topographical Survey – A1A (South Ocean Blvd.)	W-T Received Stamp 4-6-17	Dennis Leavy
Sheet 4 of 8	Topographical Survey – A1A (South Ocean Blvd.)	W-T Received Stamp 4-6-17	Dennis Leavy
Sheet 5 of 8	Topographical Survey – A1A (South Ocean Blvd.)	W-T Received Stamp 4-6-17	Dennis Leavy
Sheet 6 of 8	Topographical Survey – A1A (South Ocean Blvd.)	W-T Received Stamp 4-6-17	Dennis Leavy
Sheet 7 of 8	Topographical Survey – A1A (South Ocean Blvd.)	W-T Received Stamp 4-6-17	Dennis Leavy
Sheet 8 of 8	Topographical Survey – A1A (South Ocean Blvd.)	W-T Received Stamp 4-6-17	Dennis Leavy
C1.01	Undergrounding - General Notes	W-T Received Stamp 4-6-17	Kimley-Horn
C1.02	Undergrounding – General Notes	W-T Received Stamp 4-6-17	Kimley-Horn
C1.03	Undergrounding – General Notes	W-T Received Stamp 4-6-17	Kimley-Horn

Initialed by: Contractor: _____ Subcontractor: _____

THE WHITING-TURNER CONTRACTING COMPANY
 Overhead Utility Undergrounding Phase 1 - South
 Town of Palm Beach, Florida

Subcontract No.: _____

C1.04	Undergrounding – General Notes	W-T Received Stamp 4-6-17	Kimley-Horn
C2.00	Undergrounding – Key Sheet	W-T Received Stamp 4-6-17	Kimley-Horn
C3.00	Undergrounding – Conduit Plan	W-T Received Stamp 4-6-17	Kimley-Horn
C3.01	Undergrounding – Conduit Plan	W-T Received Stamp 4-6-17	Kimley-Horn
C3.02	Undergrounding – Conduit Plan	W-T Received Stamp 4-6-17	Kimley-Horn
C3.03	Undergrounding – Conduit Plan	W-T Received Stamp 4-6-17	Kimley-Horn
C3.04	Undergrounding – Conduit Plan	W-T Received Stamp 4-6-17	Kimley-Horn
C3.05	Undergrounding – Conduit Plan	W-T Received Stamp 4-6-17	Kimley-Horn
C3.06	Undergrounding – Conduit Plan	W-T Received Stamp 4-6-17	Kimley-Horn
C3.07	Undergrounding – Conduit Plan	W-T Received Stamp 4-6-17	Kimey-Horn
C3.08	Undergrounding – Conduit Plan	W-T Received Stamp 4-6-17	Kimley Horn
C3.09	Undergrounding – Conduit Plan	W-T Received Stamp 4-6-17	Kimley-Horn
C3.10	Undergrounding – Conduit Plan	W-T Received Stamp 4-6-17	Kimley-Horn
C3.11	Undergrounding – Conduit Plan	W-T Received Stamp 4-6-17	Kimley-Horn
C3.11A	Undergrounding – Conduit Plan	W-T Received Stamp 4-6-17	Kimley-Horn
C3.12	Undergrounding – Conduit Plan	W-T Received Stamp 4-6-17	Kimley-Horn
C3.13	Undergrounding – Conduit Plan	W-T Received Stamp 4-6-17	Kimley-Horn
C3.14	Undergrounding – Conduit Plan	W-T Received Stamp 4-6-17	Kimley-Horn
C3.15	Undergrounding – Conduit Plan	W-T Received Stamp 4-6-17	Kimley-Horn
C3.16	Undergrounding – Conduit Plan	W-T Received Stamp 4-6-17	Kimley-Horn
C3.17	Undergrounding – Conduit Plan	W-T Received Stamp 4-6-17	Kimley-Horn
C3.17A	Undergrounding – Conduit Plan	W-T Received Stamp 4-6-17	Kimley-Horn
C3.18	Undergrounding – Conduit Plan	W-T Received Stamp 4-6-17	Kimley-Horn
C3.19	Undergrounding – Conduit Plan	W-T Received Stamp 4-6-17	Kimley-Horn
C3.20	Undergrounding – Conduit Plan	W-T Received Stamp 4-6-17	Kimley-Horn
C3.21	Undergrounding – Conduit Plan	W-T Received Stamp 4-6-17	Kimley-Horn
C3.21A	Undergrounding – Conduit Plan	W-T Received Stamp 4-6-17	Kimley-Horn
C3.22	Undergrounding – Conduit Plan	W-T Received Stamp 4-6-17	Kimley-Horn
C3.23	Undergrounding – Conduit Plan	W-T Received Stamp 4-6-17	Kimley-Horn
C3.24	Undergrounding – Conduit Plan	W-T Received Stamp 4-6-17	Kimley-Horn
C3.24A	Undergrounding – Conduit Plan	W-T Received Stamp 4-6-17	Kimley-Horn
C3.25	Undergrounding – Conduit Plan	W-T Received Stamp 4-6-17	Kimley-Horn
C3.26	Undergrounding – Conduit Plan	W-T Received Stamp 4-6-17	Kimley-Horn
C3.27	Undergrounding – Conduit Plan	W-T Received Stamp 4-6-17	Kimley-Horn
C3.28	Undergrounding – Conduit Plan	W-T Received Stamp 4-6-17	Kimley-Horn
C3.29	Undergrounding – Conduit Plan	W-T Received Stamp 4-6-17	Kimley-Horn
C3.29A	Undergrounding – Conduit Plan	W-T Received Stamp 4-6-17	Kimley-Horn
C3.30	Undergrounding – Conduit Plan	W-T Received Stamp 4-6-17	Kimley-Horn
C3.31	Undergrounding – Conduit Plan	W-T Received Stamp 4-6-17	Kimley-Horn
C3.31A	Undergrounding – Conduit Plan	W-T Received Stamp 4-6-17	Kimley-Horn

Initialed by: Contractor: _____ Subcontractor: _____

THE WHITING-TURNER CONTRACTING COMPANY
 Overhead Utility Undergrounding Phase 1 - South
 Town of Palm Beach, Florida

Subcontract No.: _____

C3.32	Undergrounding – Conduit Plan	W-T Received Stamp 4-6-17	Kimley-Horn
C3.33	Undergrounding – Conduit Plan	W-T Received Stamp 4-6-17	Kimley-Horn
C3.34	Undergrounding – Conduit Plan	W-T Received Stamp 4-6-17	Kimley-Horn
C3.35	Undergrounding – Conduit Plan	W-T Received Stamp 4-6-17	Kimley-Horn
C3.36	Undergrounding – Conduit Plan	W-T Received Stamp 4-6-17	Kimley-Horn
C3.37	Undergrounding – Conduit Plan	W-T Received Stamp 4-6-17	Kimley-Horn
C3.38	Undergrounding – Conduit Plan	W-T Received Stamp 4-6-17	Kimley-Horn
C3.39	Undergrounding – Conduit Plan	W-T Received Stamp 4-6-17	Kimley-Horn
C3.40	Undergrounding – Conduit Plan	W-T Received Stamp 4-6-17	Kimley-Horn
C3.41	Undergrounding – Conduit Plan	W-T Received Stamp 4-6-17	Kimley-Horn
C3.42	Undergrounding – Conduit Plan	W-T Received Stamp 4-6-17	Kimley-Horn
C3.43	Undergrounding – Conduit Plan	W-T Received Stamp 4-6-17	Kimley-Horn
C3.44	Undergrounding – Conduit Plan	W-T Received Stamp 4-6-17	Kimley-Horn
C3.45	Undergrounding – Conduit Plan	W-T Received Stamp 4-6-17	Kimley-Horn
C3.46	Undergrounding – Conduit Plan	W-T Received Stamp 4-6-17	Kimley-Horn
C6.00	FPL Construction Details	W-T Received Stamp 4-6-17	Kimley-Horn
C6.01	FPL Construction Details	W-T Received Stamp 4-6-17	Kimley-Horn
C6.02	FPL Construction Details	W-T Received Stamp 4-6-17	Kimley-Horn
C6.03	FPL Construction Details	W-T Received Stamp 4-6-17	Kimley-Horn
C7.00	AT&T Construction Details	W-T Received Stamp 4-6-17	Kimley-Horn
C8.00	Comcast Construction Details	W-T Received Stamp 4-6-17	Kimley-Horn
C9.00	Town of Palm Beach Roadway Details	W-T Received Stamp 4-6-17	Kimley-Horn
C9.01	Construction Details	W-T Received Stamp 4-6-17	Kimley-Horn
C10.00	Paving Plan – Ibis Isle	W-T Received Stamp 4-6-17	Kimley-Horn
C10.01	Paving Plan – Ibis Isle	W-T Received Stamp 4-6-17	Kimley-Horn
C10.02	Paving Plan - Ibis Isle	W-T Received Stamp 4-6-17	Kimley-Horn
C10.03	Paving Plan – Ibis Isle	W-T Received Stamp 4-6-17	Kimley-Horn
C10.04	Paving Plan – Ibis Isle	W-T Received Stamp 4-6-17	Kimley-Horn
C10.05	Paving Plan – Ibis Isle	W-T Received Stamp 4-6-17	Kimley-Horn
C10.06	Paving Plan – Ibis Isle	W-T Received Stamp 4-6-17	Kimley-Horn
C10.07	Paving Plan – Ibis Isle	W-T Received Stamp 4-6-17	Kimley-Horn
C10.08	Construction Details	W-T Received Stamp 4-6-17	Kimley-Horn
C11.00	City of WPB Standard Water Details	W-T Received Stamp 4-6-17	Kimley-Horn
C11.01	City of WPB Standard Water Details	W-T Received Stamp 4-6-17	Kimley-Horn
C11.02	City of WPB Standard Water Details	W-T Received Stamp 4-6-17	Kimley-Horn
C12.00	Electrical Service Sizing	W-T Received stamp 4-17-17	Kimley-Horn
L1.00	Landscape Plan	W-T Received Stamp 4-17-17	Kimley-Horn
L2.00	Landscape Details	W-T Received Stamp 4-17-17	Kimley-Horn

Initialed by: Contractor: _____ Subcontractor: _____

THE WHITING-TURNER CONTRACTING COMPANY
 Overhead Utility Undergrounding Phase 1 - South
 Town of Palm Beach, Florida

Subcontract No.: _____

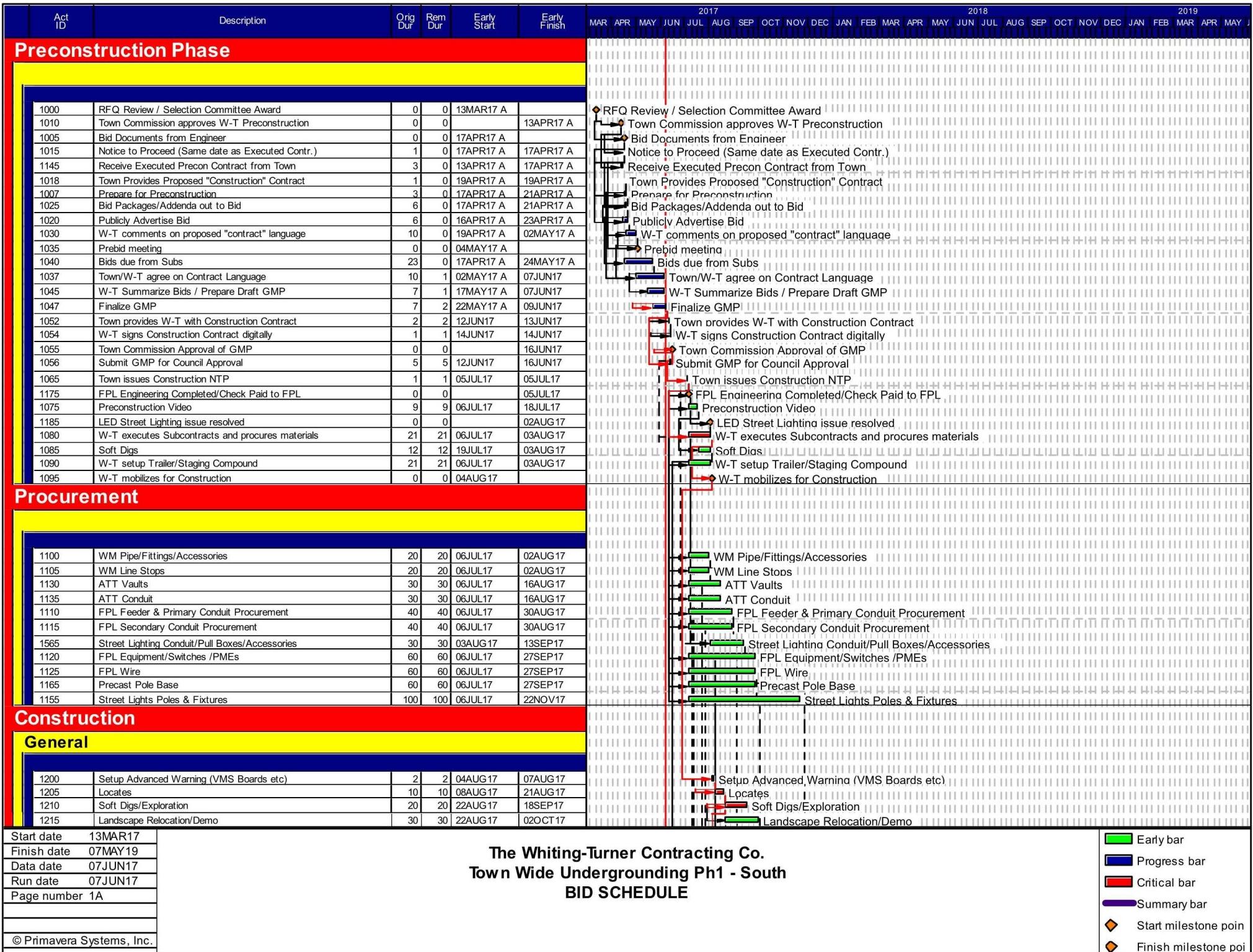
Specification Log			
STREET LIGHT REPLACEMENT PROJECT (Ocean Blvd from Lake Ave to Sloans Curve – 65% Submittal)			
	<u>Division 1 – General Requirements</u>		
01000	General Requirements	W-T Received Stamp 4-6-17	Mock Roos
01025	Measurement & Payment	W-T Received Stamp 4-6-17	Mock Roos
01720	Record Documents	W-T Received Stamp 4-6-17	Mock Roos
	<u>Division 2 – Site Work</u>	W-T Received Stamp 4-6-17	Mock Roos
02108	Pre & Post Construction Video Recording of Conditions	W-T Received Stamp 4-6-17	Mock Roos
02110	Site Clearing	W-T Received Stamp 4-6-17	Mock Roos
02156	Horizontal Directional Drilling	W-T Received Stamp 4-6-17	Mock Roos
02220	Excavating, Backfilling & Compacting	W-T Received Stamp 4-6-17	Mock Roos
02221	Demolition	W-T Received Stamp 4-6-17	Mock Roos
02230	Rock Base Course	W-T Received Stamp 4-6-17	Mock Roos
02234	Crushed Concrete Base Course	W-T Received Stamp 4-6-17	Mock Roos
02513	Type S Asphaltic Concrete Paving	W-T Received Stamp 4-6-17	Mock Roos
02523	Sidewalks, Driveways & Curbs	W-T Received Stamp 4-6-17	Mock Roos
02580	Pavement Marking	W-T Received Stamp 4-6-17	Mock Roos
02938	Sodding	W-T Received Stamp 4-6-17	Mock Roos
	<u>Division 3 – Concrete</u>	W-T Received Stamp 4-6-17	Mock Roos
03001	Concrete	W-T Received Stamp 4-6-17	Mock Roos
	<u>Division 16 – Electrical</u>	W-T Received Stamp 4-6-17	Mock Roos
16000	Electrical General Requirements	W-T Received Stamp 4-6-17	Mock Roos
16050	Basic Materials & Methods	W-T Received Stamp 4-6-17	Mock Roos
16527	Outdoor Lighting Systems	W-T Received Stamp 4-6-17	Mock Roos
Appendix	Geotechnical Report (Terracon)	W-T Received Stamp 4-6-17	Mock Roos
	TOWN OF PALM BEACH – OVERHEAD UTILITY UNDERGROUNDING PHASE 1 – SOUTH		
	<u>Division 1 – General Requirements</u>		
01010	Summary of Work	W-T received Stamp 4-12-17	Kimley-Horn
01030	Hurricane Preparedness	W-T received Stamp 4-12-17	Kimley-Horn
01050	Field Engineering & Surveying	W-T received Stamp 4-12-17	Kimley-Horn
01060	Regulatory Requirements & Notification	W-T received Stamp 4-12-17	Kimley-Horn
01090	Reference Standard	W-T received Stamp 4-12-17	Kimley-Horn
01200	Coordination & Project Meetings	W-T received Stamp 4-12-17	Kimley-Horn
01300	Submittals & Progress Schedules	W-T received Stamp 4-12-17	Kimley-Horn
01360	Construction Audio Video Documentation	W-T received Stamp 4-12-17	Kimley-Horn
01410	Testing laboratory Services	W-T received Stamp 4-12-17	Kimley-Horn

Initialed by: Contractor: _____ Subcontractor: _____

THE WHITING-TURNER CONTRACTING COMPANY
 Overhead Utility Undergrounding Phase 1 - South
 Town of Palm Beach, Florida

Subcontract No.: _____

01510	Temporary Utilities	W-T received Stamp 4-12-17	Kimley-Horn
01560	Temporary Controls	W-T received Stamp 4-12-17	Kimley-Horn
01570	Maintenance of Traffic	W-T received Stamp 4-12-17	Kimley-Horn
01600	Materials & Equipment	W-T received Stamp 4-12-17	Kimley-Horn
01700	Project Closeout	W-T received Stamp 4-12-17	Kimley-Horn
01720	Project Record Drawings	W-T received Stamp 4-12-17	Kimley-Horn
<u>Division 2 - Sitework</u>			
02441	Directional Boring of HDPE Pipe	W-T received Stamp 4-12-17	Kimley-Horn
02660	Pressure Pipe Systems	W-T received Stamp 4-12-17	Kimley-Horn
02670	Flushing, Testing & Disinfection	W-T received Stamp 4-12-17	Kimley-Horn
Appendix A	FPL Installation Details	W-T received Stamp 4-12-17	Kimley-Horn
Appendix B	Utility Locate Report	W-T received Stamp 4-12-17	Kimley-Horn
Appendix C	NPDES Notice of Intent	W-T received Stamp 4-12-17	Kimley-Horn
Appendix D	Geotechnical Report South	W-T received Stamp 4-12-17	Kimley-Horn
Appendix E	Preliminary FPL Design Plans	W-T received Stamp 4-12-17	Kimley-Horn
Appendix F	Preliminary ATT Design Plans	W-T received Stamp 4-12-17	Kimley-Horn
Appendix G	Preliminary Comcast Design Plans	W-T received Stamp 4-12-17	Kimley-Horn
Appendix H	City of West Palm Beach AML	W-T received Stamp 4-12-17	Kimley-Horn



North Portion (Sta 243+66 to Sta 124+68)

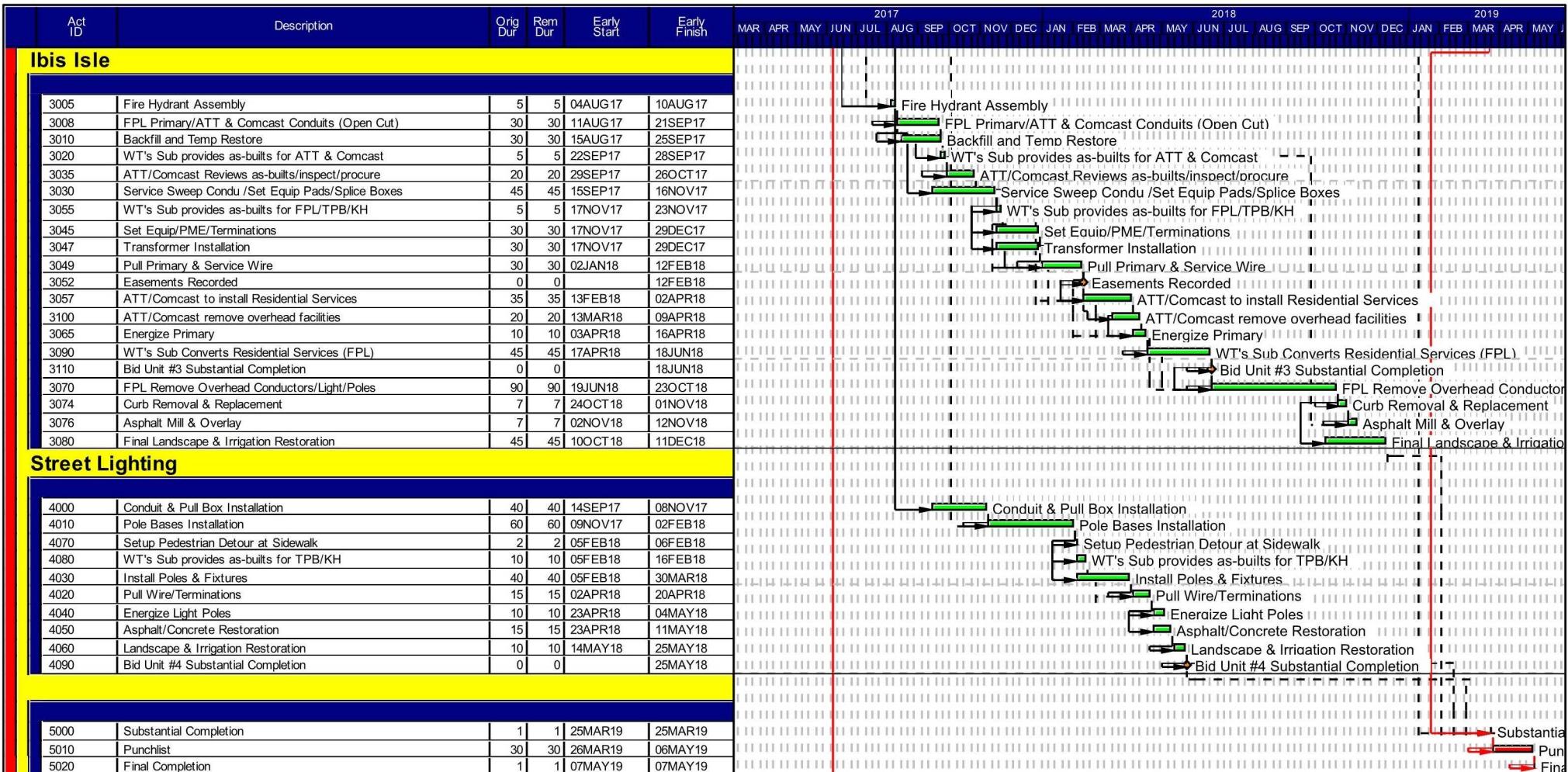
The Gantt chart illustrates the sequence and dependencies of utility infrastructure projects. The timeline spans from 2000 to 2020. Projects are represented by horizontal bars, and dependencies are shown as red arrows pointing from earlier tasks to later ones.

Year	Description	Start Date	End Date		
2000	ATT/Comcast Conduit Installed (by WT's Sub)	10	10	21SEP17	04OCT17
2005	ATT Vaults Installed (by WT's Sub)	15	15	05OCT17	25OCT17
2095	WT's Sub provides as-builts for ATT/Comcast	5	5	26OCT17	01NOV17
2015	Line Stop Installations	50	50	29AUG17	06NOV17
2010	Restoration due to ATT/Comcast	10	10	26OCT17	08NOV17
2020	WM Deflections	60	60	31AUG17	22NOV17
2060	ATT/Comcast as-built/inspection/procure wire	20	20	02NOV17	29NOV17
2080	Feeder Splice Box Installation	20	20	21NOV17	18DEC17
2025	Feeder & Primary Conduits Installation	75	75	14SEP17	28DEC17
2030	Service Sweep Condu /Set Equip Pads/Splice Boxes	75	75	12OCT17	26JAN18
2085	WT's provides As-Builts for FPL/TPB/KH	5	5	29JAN18	02FEB18
2105	ATT/Comcast to pull wire/pedestals/terminations	45	45	30NOV17	02FEB18
2075	Transformer Installation	15	15	29JAN18	16FEB18
2115	ATT remove overhead facilities	10	10	05FEB18	16FEB18
2035	Pull Feeder Wire	40	40	05FEB18	30MAR18
2045	Set Equip/Vista Switches/PME/Terminations	55	55	19FEB18	04MAY18
2040	Pull Primary & Service Wire	45	45	19MAR18	18MAY18
2050	Primary Cable/3 Phase Transformer Terminations	35	35	21MAY18	09JUL18
2057	Easements Recorded	0	0	09JUL18	
2047	Make Feeder Hot/Burn-in	10	10	10JUL18	23JUL18
2055	Converting / Energizing Services	45	45	24JUL18	24SEP18
2100	De-energize existing Aerial Power	7	7	25SEP18	03OCT18
2125	Bid Unit #2 Substantial Completion	0	0	03OCT18	
2065	FPL Remove Overhead Conductors/Light/Poles	90	90	04OCT18	08FEB19
2070	Final Landscape & Irrigation Restoration	40	40	28JAN19	22MAR19

**The Whiting-Turner Contracting Co.
Town Wide Undergrounding Ph1 - South
BID SCHEDULE**



Start date 13MAR17
Finish date 07MAY19
Data date 07JUN17
Run date 07JUN17
Page number 2A



Start date	13MAR17
Finish date	07MAY19
Data date	07JUN17
Run date	07JUN17
Page number	3A
© Primavera Systems, Inc.	

**The Whiting-Turner Contracting Co.
Town Wide Undergrounding Ph1 - South
BID SCHEDULE**

- Early bar
- Progress bar
- Critical bar
- Summary bar
- ◆ Start milestone poi
- ◆ Finish milestone poi

Town of Palm Beach, Florida
Direct Purchase Program

Part 1 Purchase Order

- 1.01 The Town of Palm Beach (Town) reserves the right, at the Town's option, to purchase materials, equipment, and furnishings, hereinafter referred to Direct Purchase Products involved in the Project, so as to save the sales tax which would otherwise have been due with regard to the same. Contractor and its Subcontractors shall comply with the Town's direct purchase requirements, including but not limited to those listed below.
- 1.02 Pursuant to Section 212.08(6) of the Florida Statutes and the Florida Administrative Code Annotated R. 12A-1.094 and 12A-1.038, the Town and Contractor agree to the following procedure regarding Town's direct purchase from vendors of certain Direct Purchase Products to be used in the Project.
- 1.03 By virtue of a Contractor utilizing quotes from vendors in the preparation of its bid for this Project, the Contractor declares that it has reached an agreement with its potential vendors to allow the Town to purchase the Direct Purchase Products for this Project from the vendors in accordance with the terms and conditions included herein.
- 1.04 By submitting a Bid, Contractor agrees to allow the Town to purchase certain products for this Project at the price quoted to Contractor or its subcontractors by its vendor.
- 1.05 The contractor and vendor of the designated Direct Purchase Products shall each submit an affidavit stating the cost of the Direct Purchase Products and the cost of shipping the Direct Purchase Products which was utilized in the preparation of its bid. Within seven calendar days after execution of the CMAR contract the Contractor shall present the Town a list of potential Direct Purchase Products that the Town may consider as candidates for the Direct Purchase Program. Within seven calendar days of receiving such list, the Contractor shall present to the Town the quotes from the vendors for the items on the list. The quotes shall include quantities, unit costs, manufacturers' or vendors' catalogue or order numbers, delivery instructions, and other specific terms and information that is required to order the specific Direct Purchase Products, and terms and conditions to be imposed on suppliers regarding delivery and submittal time requirements, and quantities thereof required by Contractor or Subcontractors in accordance with the applicable requirements of the Construction Contract, and submit such compilation to the Town.
- 1.06 Town's Purchasing Division will issue a Purchase Order to the vendor of Direct Purchase Products at the price proposed in Contractor's or its Subcontractor's bid less sales tax. The terms of the Purchase Order will be set forth in the Purchase Order.

- 1.07 When delivery of a Purchase Order is complete, or payment is to be made on a partial shipment, Contractor shall timely submit to Town the documentation supporting the goods received.
- 1.08 Town will take title to the Direct Purchase Products purchased under the Purchase Order upon delivery from vendor.
- 1.09 The Contractor shall maintain insurance in favor of and for the benefit of the Owner pursuant to the requirements set forth in the Owner and Contractor Agreement which shall be sufficient to protect against any loss of or damage to Owner Direct Purchased equipment, materials or supplies. Such insurance shall cover the value of any Owner Direct Purchased Materials not yet incorporated into the Project from the time the Owner first takes title which shall be at the time of delivery and acceptance of materials by the Contractor.
- 1.10 Town will issue a Certificate of Entitlement to the vendor and to the Contractor, with a copy of the Purchase Order.

Part 2 Duties and Responsibilities

2.01 General

- A. The Contractor's coordination, receiving, unloading, storing, handling, distributing, labor, installation, and overhead costs, plus profit and other expenses contemplated for the Direct Purchase Products shall be included in appropriate prices bid.
- B. Should the delivered product from the vendor not be in accordance with the Specifications, the products shall be returned to the vendor, for replacement, at no additional cost to the Town.
- C. Where the Contractor is responsible for identifying to the Town the proper quantities of Direct Purchase Products, the Contractor shall be responsible for all restocking fees associated with the return of excess materials ordered by the Contractor. When such excess items are special order and not eligible for return, the Contractor shall reimburse the Town for the full purchase price of such excess material and take possession of such excess materials.
- D. Contractor shall pay all delivery waiting charges.

2.02 Submittals

- A. All vendor submittals, such as shop drawings, lay out schedules, and delivery schedules, are to be provided from the vendor to the Contractor for review and verification and subsequent submission to the Town.

- B. The Contractor shall submit a listing of Direct Purchase Products that have been delivered with each periodic payment request as evidenced by providing copies of all bills of lading. When delivery of a Purchase Order is complete, or a payment is to be made on a partial shipment, Contractor will timely submit to Town the documentation supporting the goods were received.

2.03 Town and Contractor Responsibilities

- A. All coordination and responsibilities as identified by the Specifications associated with each item of Direct Purchase Products shall be responsibility of the Contractor. Assuring shop drawing coordination and compliance with Specifications will be the Contractor's responsibility. Complying with the manufacturer's installation, operation, and maintenance instructions for Direct Purchase Products shall also be the Contractor's responsibility.
- B. All communication regarding scope of supply, delivery, installation, warranty repair, and manufacturer's services is to be conducted directly between the Contractor and the vendor.
- C. All parts or adapters necessary to integrate the Direct Purchase Products with products provided by the Contractor shall be provided by the Contractor at no additional cost to the Town.
- D. Contractor shall be responsible for scheduling shop drawings, the delivery of the Direct Purchase Products to the Project site, as well as establishing the hours of delivery, and method of delivery to the Project site. Contractor shall maintain communication with the Direct Purchase Products vendors, and the Town as necessary, to keep informed as to shipment schedules.
- E. Should any Direct Purchase Products be damaged, lost or fail under test, and in the opinion of the Town, such failure or damage is the result of improper handling by Contractor, it shall be replaced in kind by the Contractor at no cost to the Town. Damaged or incomplete products to be returned for replacement shall not be unloaded, except as necessary to expedite return shipment. Contractor shall submit claims to vendor on behalf of the Town for transportation damage and request the expedited replacement of damaged, defective, or deficient products
- F. Upon receipt of Direct Purchase Products from the vendor, the Contractor shall make an inspection of such Direct Purchase Products, checking and certifying the bill of lading, noting any discrepancies and obtaining a proper memorandum signed by the agent of the carrier for any shortage in the shipment, or for any damaged Direct Purchase Products received and indicate signed acceptance of delivery on a copy of the bill of lading. All bills of lading and any memorandum for shortage or damage of Direct Purchase Products in the shipment shall be promptly submitted to the Town.
- G. The Contractor shall be responsible for distribution of all Direct Purchase Products as

required to complete the Work. Direct Purchase Products furnished to the Contractor shall be in the custody of the Contractor from the time of receipt by the Contractor of such Direct Purchase Products until final acceptance of the completed Work.

- H. Products shall be furnished freight-on-board to the Project Site.
- I. Upon delivery, the Contractor shall conduct an inspection for the purpose of identifying product, general verification of quantities, and observation of apparent condition. Such inspection will not be construed as final or as receipt of any product that, as a result of subsequent inspections and tests, are determined to be nonconforming.

2.04 Unloading, Storage and Protection

- A. Contractor shall have complete responsibility for unloading Direct Purchase Products. Unload Direct Purchase Products upon delivery to Project site. Unload Direct Purchase Products in accordance with manufacturers' instructions, or as specified.
- B. Upon transfer of possession to Contractor, Contractor shall store, protect, and maintain Direct Purchase Products to prevent damage until final acceptance of completed work. Damage to or loss of Direct Purchase Products by the Contractor shall be repaired to original condition, or replaced with new identical Direct Purchase Products, by the Contractor at the discretion of Town at no additional cost to the Town.
- C. Contractor shall maintain complete inventory of all Direct Purchase Products
- D. Contractor shall follow manufacturer's instructions for protection and maintenance until final acceptance of the Project.
- E. Contractor shall furnish incidental supplies including lubricants, cleaning fluids, and similar products as needed for protecting and maintaining the Direct Purchase Products.

2.05 Installation

- A. Contractor shall install products in conformance with vendor furnished shop drawings and manufacturer's installation instructions.

2.06 Field Finishing

- A. Products will be delivered with coating as specified in the Project Specifications.
- B. Contractor shall touch up or repair any damage resulting from unloading, storage, installation, testing, and startup.

2.07 Tests and Inspection

Contractor shall perform tests and inspections of installed products in accordance with Specifications and manufacturer's instructions.

CERTIFICATE OF ENTITLEMENT

The undersigned authorized representative of Town of Palm Beach, Florida (hereinafter "Governmental Entity"), Florida Consumer's Certificate of Exemption Number 85-8012621666C-5, affirms that the tangible personal property purchased pursuant to Purchase Order Number _____ from _____ (Vendor) on or after _____ (date) will be incorporated into or become a part of a public facility as part of a public works contract pursuant to contract # _____ with Burkhardt Construction, Inc. for the construction of North Ocean Blvd. Seawall Improvements.

Governmental Entity affirms that the purchase of the tangible personal property contained in the attached Purchase Order meets the following exemption requirements contained in Section 212.08(6), F.S., and Rule 12A-1.094, F.A.C.:

Government Entity must initial each of the following requirements.

- 1. The attached Purchase Order is issued directly to the Vendor supplying the tangible personal property the Contractor will use in the identified public works.
- 2. The Vendor's invoice will be issued directly to Governmental Entity.
- 3. Payment of the Vendor's invoice will be made directly by Governmental Entity to the Vendor from public funds.
- 4. Governmental Entity will take title to the tangible personal property from the Vendor at the time of purchase or of delivery by the Vendor.
- 5. Governmental Entity assumes the risk of damage or loss at the time of purchase or delivery by the Vendor.

Governmental Entity affirms that if the tangible personal property identified in the attached Purchase Order does not qualify for the exemption provided in Section 212.08(6), F.S., and Rule 12A-1.094, F.A.C., Governmental Entity will be subject to the tax, interest, and penalties due on the tangible personal property purchased. If the Florida Department of Revenue determines that the tangible personal property purchased tax-exempt by issuing this Certificate does not qualify for the exemption, Governmental Entity will be liable for any tax, penalty, and interest determined to be due.

I understand that if I fraudulently issue this certificate to evade the payment of sales tax I will be liable for payment of the sales tax plus a penalty of 200% of the tax and may be subject to conviction of a third degree felony.

Under the penalties of perjury, I declare that I have read the foregoing Certificate of Entitlement and the facts stated in it are true.

Signature of Authorized Representative

Title

Purchaser's Name (Print or Type)

Date

Federal Employer Identification Number: _____

Telephone Number: _____

A copy of the Purchase Order must be attached to this Certificate of Entitlement.

Do not send to the Florida Department of Revenue. This Certificate of Entitlement must be retained in the Vendor's and the Contractor's books and records.

**PURCHASE ORDER**

TOWN OF PALM BEACH
951 OLD OKEECHOBEE RD. STE D
WEST PALM BEACH, FL 33401
(561) 838-5406 Fax: (561) 835-4688

DATE

PO NUMBER

FOB Point:

SHIP TO:

Ship Via:

Terms:

Req. Del. Date:

Contract No:

VENDOR:

Attn:

Req. No:

Dept:

Confirming?:

Vendor Contact:

Vendor Phone:

Vendor Fax:

Line	QTY	Unit	Description	Unit Price	Total
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
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14					
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27					
28					

SUBTOTAL
TAX
FREIGHT
TOTAL

Please email electronic invoices to: Invoices@TownofPalmBeach.com

(Preferred Method)

Send Paper Invoices To:

TOWN OF PALM BEACH – FINANCE DEPT
ACCOUNTS PAYABLE
PO BOX 2029
PALM BEACH, FL 33480

Authorized Signature

TOWN OF PALM BEACH

TERMS AND CONDITIONS

The following general terms and conditions shall apply to all purchases by or on behalf of the Town of Palm Beach unless specifically provided otherwise on the front of this document.

1. Any questions or information relative to the requirements of this order are to be referred to the Purchasing Department, 951 Old Okeechobee Road, Suite "D", West Palm Beach, FL 33401, Telephone (561) 838-5406 or Facsimile (561) 835-4688.
2. Invoice (s) for the materials or services ordered hereunder shall refer to this Purchase Order number and the appropriate item number. Invoices must be submitted to Accounts Payable not to 'ship to' addressee. Invoices shall be submitted to the Town of Palm Beach, Finance Department, Accounts Payable, P. O. Box 2029, Palm Beach, FL 33480 or email electronic invoices to: Invoices@TownofPalmBeach.com. (Preferred Method).
3. The Town of Palm Beach will not honor any modifications to any of the conditions stipulated in this order unless such modifications are approved by the authorized purchasing official with a written supplement of this order.
4. All shipments must be F.O.B destination. Charges for shipping and handling costs shall be included in the item pricing unless otherwise indicated on the Purchase Order. If this order permits shipping and handling charges, those charges must be separately stated on invoices accompanied by receipted freight bills.
5. If completed deliveries are not made by the date indicated, the Town reserves the right to cancel the order. If delivery dates cannot be met, Vendor agrees to advise the Town, in writing, of the earliest possible shipping date for acceptance by the Town.
6. Vendor is reminded that the Town of Palm Beach is tax exempt under the Statutes of the State of Florida. Exemption number is shown on face of this order.
7. Vendor warrants that the materials and/or services to be supplied under this order will be free from defects in materials and workmanship and will be suitable for the purpose intended. Materials and services will be in compliance with all requirements shown on the face of this order, referenced documents, catalogue and manufacturer's warranties.
8. Damaged items will not be accepted, or if the damage is not readily apparent at the time of delivery, the goods shall be returned at no cost to the Town.
9. When applicable, proper Material Safety Data Sheets (MSDS), in compliance with OSHA's Hazard Communication Standard, must be provided by the Vendor to the Town at the time of purchase.
10. Delivery of goods or services called for hereunder shall constitute acknowledgement and acceptance of the order including all of the terms and conditions contained on or attached to this Purchase Order.
11. Substitutions will not be accepted without prior approval.
12. Partial shipments will be accepted if invoiced separately.
13. C.O.D. or collect shipments will not be accepted.
14. Receiving hours are 8:00 a.m. to 3:30 p.m. Monday – Friday.
15. This order shall be governed by and construed according to the laws of the State of Florida.
16. The Town of Palm Beach complies with the Florida Prompt Payment Act (F.S. 218.70) interest computations for overdue payments are computed in compliance with this act.
17. INSURANCE REQUIREMENTS FOR CONTRACTORS AND VENDORS (Unless otherwise stated in the solicitation document, which shall take precedence)

MINOR CONTRACT FOR SERVICE - All agreements, contracts, purchase orders and/or tag-on purchase order contracts providing for services with a total project cost of \$50,000 or less with no unusual risks, hazards or substantial exposures of loss or damage to the Town and/or private property.

INSURANCE REQUIREMENTS:

General Liability coverage with limits not less than \$300,000 per occurrence/\$300,000 aggregate. The Certificate of Insurance shall indicate AOccurrence Basis@ only. AClaims made@ policies will not be accepted. The Town shall be endorsed as an additional insured under the General Liability coverage.

Auto Liability coverage with limits not less than \$300,000 Combined Single Limit each accident. The Certificate of Insurance shall indicate coverage for Any Auto or Owned Autos/Hired Autos/Non-Owned Autos.

Workers Compensation not less than the statutory limits.

Employers Liability coverage with limits not less than \$100,000 for each accident, \$100,000 disease (each employee) and \$500,000 disease (policy limit).

A 30 day written notice of cancellation, non-renewal or modification of any stipulated insurance shall be mailed to the hiring department or Purchasing Agent, whichever is applicable, via registered, return receipt requested mail. Note: 10 day Notice of Non-Payment is acceptable if the Certificate of Insurance also indicates 30 day notice for cancellation, non-renewal, or modifications.

STANDARD CONTRACT FOR SERVICE - Agreements, contracts, purchase orders and/or tag-on purchase order contracts providing services for \$50,001.01-\$1,999,999.99 with no unusual risks, hazards or substantial exposures of loss or damage to the Town and/or private property.

INSURANCE REQUIREMENTS:

General Liability coverage with limits not less than \$1,000,000 Each Occurrence/\$2,000,000 Aggregate. The Certificate of Insurance shall indicate an AOccurrence Basis@ only. AClaims made@ policies will not be accepted. The Town shall be endorsed as an additional insured under the General Liability coverage.

Auto Liability coverage with limits not less than \$1,000,000 Each Occurrence Combined Single Limit each accident. The Certificate of Insurance shall indicate coverage for Any Auto or Owned Autos/ Hired Autos/Non-Owned Autos.

Workers' Compensation coverage with statutory limits.

Employer's Liability coverage with limits not less than \$100,000 for each accident, \$100,000 disease (each employee) and \$500,000 disease (policy limit).

A 30 day written notice of cancellation, non-renewal or modification of any stipulated insurance shall be mailed to the hiring department via registered, return receipt requested mail. Note: 10 day Notice of Non-Payment is acceptable if Certificate of Insurance indicates 30 day notice for cancellation, non-renewal, or modifications.

Umbrella or Excess Liability is required up to the minimum limit of liability if the limits of liability shown on the Certificate of Insurance under General Liability do not meet the minimum limit of liability as required.

MAJOR CONTRACT FOR SERVICE - Agreements, contracts, purchase orders and/or tag-on purchase order contracts providing services which are \$2,000,000 or greater with no unusual risks, hazards or substantial exposures of loss or damage to the Town and/or private property.

INSURANCE REQUIREMENTS:

General Liability coverage with limits not less than \$5,000,000 per occurrence/\$5,000,000 aggregate. Certificate of Insurance shall indicate coverage on an **A**Occurrence Basis**@** only. **A**Claims made**@** policies will not be accepted. The Town shall be endorsed as an additional insured under the General Liability coverage.

Auto Liability coverage with limits not less than \$1,000,000 Each Occurrence Combined Single Limit each accident. Certificate of Insurance shall indicate coverage for Any Auto or Owned Autos/Hired Autos/Non-Owned Autos.

Workers' Compensation coverage with statutory limits.

Employer=s Liability coverage with limits not less than \$100,000 for each accident, \$100,000 disease (each employee) and \$500,000 disease (policy limit).

A 30 day written notice of cancellation, non-renewal or modification of any stipulated insurance shall be mailed to the hiring department via registered, return receipt requested mail. Note: 10 day Notice of Non-Payment is acceptable if Certificate of Insurance indicates 30 day notice for cancellation, non-renewal, or modifications.

Umbrella or Excess Liability is required up to the minimum limit of liability if the limits of liability shown on the Certificate of Insurance under General Liability do not meet the minimum limit of liability as required.

18. INDEMNIFICATION

To the fullest extent allowed by law the Contractor shall protect, defend, reimburse, indemnify and hold harmless the Town of Palm Beach, and the Town's officers, agents, employees free and harmless from and against any and all claims, losses, penalties, damages, settlements, costs, charges, attorneys or other professional fees, or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, cause or causes of action of very kind and character in connection with, or arising directly or indirectly out of or related to this Contract and the Work performed hereunder. Without limiting the generality of the foregoing, Contractor's Indemnity shall include all claims, damages, losses, or expense arising out of or related to personal injury, death, damages to property, defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright, proprietary information, or applications of any thereof, or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or order of any court. Contractor agrees to investigate, respond, adjust and provide a defense for, all and any such claims, demands and actions at Contractor's sole expense and agrees to bear and remain liable for all such other costs and expenses relating thereto, even if such claim is groundless, false or fraudulent. Notwithstanding the foregoing, Contractor's Indemnity shall not extend to liability for damages to persons or property to the extent such damage was caused by any act, omission, or default of the Town, or by the Town's officers, agents and employees. Nothing in this Contract shall be construed to affect in any way the TOWN'S rights, privileges, and immunities as set forth in Florida Statutes 768.28.

CONTRACT CHANGE ORDER		Change Order No:	Date:
To (Contractor):	Engineer:	Owner: Town of Palm Beach 951 Old Okeechobee Road, Suite D West Palm Beach, FL 33401	
You are hereby directed to comply with the following changes from the contract plans and specifications.	Project:	Contract No:	Project No:
Item No.	Description of changes-quantities, units, prices, change in completion schedule, etc.	Decrease in contract price	Increase in contract price
Change in contract price due to this Change Order:	Total decrease:	\$	
	Total increase:		\$
	Net (increase contract price):	\$	\$
<p>The changes in contract scope described in this change order are hereby incorporated into the contract. The previously approved contract price was \$ _____ . The new approved contract price is \$ _____ .</p> <p>A total of _____ calendar days is hereby (_____) the original contract period, making the new completion date: _____ .</p> <p>The combination of the change in dollar amount and the change in contract period represents the total and final compensation agreed to by the parties for the change in scope covered by this change order.</p>			
Recommended by Engineer--		_____	Date
Accepted by Contractor--		_____	Date
Approved by Owner--		_____	Date

**CONTRACTOR AFFIDAVIT
NON-COLLUSION AND AUTHENTICITY OF QUOTE**

STATE OF FLORIDA

COUNTY OF PALM BEACH

I, being first duly sworn, depose and say that I have direct knowledge of the quotes used in the bidding of this Project and that the attached quote was issued by the Vendor and used by the Contractor in the preparation of bids on this Project;

I am fully informed respecting the preparation and contents of the attached quote and of all pertinent circumstances respecting such Bid;

Such quote was genuine and is not a collusive or sham quote; and

The price or prices shown in the attached quote are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Contractor or any of its agents, representatives, owners, employees, or parties in interest, including this Affiant.

CONTRACTOR: _____

By: _____
(name signed)

(name printed or typed)

Title: _____

Date: _____

Subscribed and sworn to me this _____ day of _____, 20____

NOTARY PUBLIC: _____
(name signed)

(name printed or typed)

Commission Expires: _____
(SEAL)

VENDOR AFFIDAVIT
NON-COLLUSION AND AUTHENTICITY OF QUOTE

STATE OF FLORIDA

COUNTY OF PALM BEACH

I, being first duly sworn, depose and say that I have direct knowledge of the quotes used in the bidding of this Project and that the attached quote was issued by the Vendor in the preparation of bids on this Project;

I am fully informed respecting the preparation and contents of the attached quote and of all pertinent circumstances respecting such quote;

Such quote was genuine and is not a collusive or sham quote; and

The price or prices shown in the attached quote are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Vendor or any of its agents, representatives, owners, employees, or parties in interest, including this Affiant.

VENDOR: _____

By: _____
(name signed)

(name printed or typed)

Title: _____

Date: _____

Subscribed and sworn to me this ____ day of _____, 20____

NOTARY PUBLIC: _____
(name signed)

(name printed or typed)

Commission Expires: _____
(SEAL)

Town of Palm Beach Undergrounding of Overhead Utilities Phase 1 - South

W-T GMP DETAILED BUDGET

June 8, 2017

ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL BID AMOUNT	COMMENTS
Overhead to Underground Conversion & Required Work along S. Ocean Boulevard & Ibis Isle						
Bid Unit #1A - Electrical Undergrounding South Portion - Lake Ave to Southern Limit)						
Mobilization/Demobilization		1	LS	\$45,000.00	\$45,000.00	For this Bid Unit ONLY.
Maintenance of Traffic		1	LS	\$90,000.00	\$90,000.00	This subcontractor to include all MOT for the Project (Including but not limited to Advanced Warning MOT from the north, south and Lake Avenue). (3) VMS are required for the total duration of the project, not just for Bid Unit #1.
NPDES Compliance		1	LS	\$3,500.00	\$3,500.00	For this Bid Unit ONLY.
Surveying		1	LS	\$62,000.00	\$62,000.00	Subcontractors are responsible for surveying associated with their scope of work (this Bid Unit ONLY)
Subcontractor Payment & Performance Bond		1	LS	\$16,500.00	\$16,500.00	P&P Bond for this Bid Unit ONLY.
FPL (1) 6" Feeder Conduit (Install Only)		1	LS	\$175,000.00	\$175,000.00	HDD and/or open trenching included
FPL (1) 6" Feeder & (3) 2" Primary Conduits (Install Only)		1	LS	\$0.00	\$0.00	HDD and/or open trenching included
FPL (3) 2" Primary Conduit (install Only)		1	LS	\$155,000.00	\$155,000.00	HDD and/or open trenching included
FPL (2) 2" Primary Conduit (Install Only)		1	LS	\$8,840.00	\$8,840.00	HDD and/or open trenching included
FPL (1) 2" Primary Conduit (Install Only)		1	LS	\$0.00	\$0.00	HDD and/or open trenching included
FPL (1) 2" Service Conduit (Install Only)		1	LS	\$14,210.00	\$14,210.00	HDD and/or open trenching included
FPL Feeder Splice Boxes (Install Only)		1	LS	\$0.00	\$0.00	Includes splice connections, conduits and all sitework
FPL Service Handholes (Install Only)		1	LS	\$375.00	\$375.00	Includes splice connections, conduits and all sitework
FPL Primary Splice Boxes (Install Only)		1	LS	\$13,500.00	\$13,500.00	Includes splice connections, conduits and all sitework
FPL Transformers (Install Only)		1	LS	\$3,900.00	\$3,900.00	Includes splice connections, conduits and all sitework
FPL Switches/PME's (Install Only)		1	LS	\$28,000.00	\$28,000.00	Includes splice connections, conduits and all sitework
FPL Feeder Conductor (Install Only)		1	LS	\$50,780.00	\$50,780.00	Includes splice connections, conduits and all sitework
FPL Primary Conductor (Install Only)		1	LS	\$33,105.00	\$33,105.00	Includes splice connections, conduits and all sitework
FPL Service Conductor (Install Only)		1	LS	\$1,522.00	\$1,522.00	Includes splice connections, conduits and all sitework
Service Connections to meters/vaults		1	LS	\$8,800.00	\$8,800.00	Service Connections/Conversions to meters and vaults during the day time.
FPL Commercial Services (provide and install conduit and conductor)		1	LS	\$14,000.00	\$14,000.00	Service Connections/Conversions to meters and vaults during the day time.
ATT (1) 4" Main Conduit (Furnish Only - DOP Item)		1	LS	\$484.00	\$484.00	Potential Direct Owner Purchase
ATT Vaults/Pull Boxes - (Furnish Only - DOP Item)		1	LS	\$520.00	\$520.00	Potential Direct Owner Purchase
ATT Grounding Leads (Furnish Only - DOP Item)		1	LS	\$25.00	\$25.00	Potential Direct Owner Purchase
ATT Main, Spare, Service Conduits, Vaults, Pull Boxes, & Grounding Leads (Tax Only - DOP Item)		1	LS	\$62.00	\$62.00	Potential Direct Owner Purchase
ATT Main Conduit (Install Only)		1	LS	\$4,300.00	\$4,300.00	
ATT Vaults/Pull Boxes - (Install Only)		1	LS	\$1,437.00	\$1,437.00	
ATT Grounding Leads (Install Only)		1	LS	\$200.00	\$200.00	
Comcast Main Conduit (Excluded)		1	EXCL	\$0.00	\$0.00	No Comcast scope within these limits.
Dewatering		1	LS	\$15,000.00	\$15,000.00	As necessary
Sanitary Point Repair for Conduit Installation		1	LS	\$4,500.00	\$4,500.00	
Asphalt Trench Repairs (For conduit trenched or bored)		1	LS	\$0.00	\$0.00	Per FDOT specifications. Striping (if required) is included in this line item. Driveways that are open cut must be milled and overlaid to ROW line.
Asphalt Mill & Overlay		1	LS	\$0.00	\$0.00	Per FDOT specifications for disturbed areas only. Striping (if required) is included in this line item. Driveways that are open cut must be milled and overlaid to ROW line.
Curb Repairs for Conduit Installation		1	LS	\$0.00	\$0.00	
Private Property Restoration		1	LS	\$20,000.00	\$20,000.00	
Watermain Deflections		1	EXCL	\$0.00	\$0.00	Excluded - Included in Bid Unit #5.
Landscape & Irrigation Restoration		1	LS	\$25,000.00	\$25,000.00	This is for landscape & irrigation disturbed by this scope of work. All restoration is by this subcontractor, except as specifically included in Bid Unit #6 and identified on the landscape drawings.
Landscape & Irrigation (Shown on Landscape Drawings)		1	EXCL	\$0.00	\$0.00	Excluded - Included in Bid Unit #6. Refer to Bid Unit #6 for specific exclusions.
Off-loading/Staging <u>ALL</u> FPL Materials		1	LS	\$7,500.00	\$7,500.00	This subcontractor will be responsible for all FPL material off-loading and staging at Phipps Park. Subcontractor will distribute materials accordingly in the staging yard for the 3 or 4 respective work areas.
Subtotal - Bid Unit #1A - Electrical Undergrounding - A1A from Sta 11+10 to Sta 77+78 (Excludes Lake Worth Limits)					\$803,060.00	

Town of Palm Beach Undergrounding of Overhead Utilities Phase 1 - South

W-T GMP DETAILED BUDGET

June 8, 2017

ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL BID AMOUNT	COMMENTS
Bid Unit #2 - Electrical Undergrounding - A1A from Sta 124+68 to Sta 243+66 (Excluding Ibis Isle)						
Mobilization/Demobilization	1	LS	\$40,000.00	\$40,000.00		For this Bid Unit ONLY.
Maintenance of Traffic	1	LS	\$65,000.00	\$65,000.00		
NPDES Compliance	1	LS	\$3,500.00	\$3,500.00		For this Bid Unit ONLY.
Surveying	1	LS	\$112,000.00	\$112,000.00		Subcontractors are responsible for surveying associated with their scope of work (this Bid Unit ONLY)
Subcontractor Payment & Performance Bond	1	LS	\$28,000.00	\$28,000.00		P&P Bond for this Bid Unit ONLY.
FPL (1) 6" Feeder Conduit (Install Only)	1	LS	\$325,200.00	\$325,200.00		HDD and/or open trenching included
FPL (1) 6" Feeder & (3) 2" Primary Conduits (Install Only)	1	LS	\$0.00	\$0.00		HDD and/or open trenching included
FPL (3) 2" Primary Conduit (install Only)	1	LS	\$228,715.00	\$228,715.00		HDD and/or open trenching included
FPL (2) 2" Primary Conduit (Install Only)	1	LS	\$32,000.00	\$32,000.00		HDD and/or open trenching included
FPL (1) 2" Primary Conduit (Install Only)	1	LS	\$12,000.00	\$12,000.00		HDD and/or open trenching included
FPL (1) 2" Service Conduit (Install Only)	1	LS	\$24,000.00	\$24,000.00		HDD and/or open trenching included
FPL Feeder Splice Boxes (Install Only)	1	LS	\$14,800.00	\$14,800.00		Includes splice connections, conduits and all sitework
FPL Service Handholes (Install Only)	1	LS	\$750.00	\$750.00		Includes splice connections, conduits and all sitework
FPL Primary Splice Boxes (Install Only)	1	LS	\$25,200.00	\$25,200.00		Includes splice connections, conduits and all sitework
FPL Transformers (Install Only)	1	LS	\$20,350.00	\$20,350.00		Includes splice connections, conduits and all sitework
FPL Switches/PME's (Install Only)	1	LS	\$61,600.00	\$61,600.00		Includes splice connections, conduits and all sitework
FPL Feeder Conductor (Install Only)	1	LS	\$55,350.00	\$55,350.00		Includes splice connections, conduits and all sitework
FPL Primary Conductor (Install Only)	1	LS	\$127,335.00	\$127,335.00		Includes splice connections, conduits and all sitework
FPL Service Conductor (Install Only)	1	LS	\$3,040.00	\$3,040.00		Includes splice connections, conduits and all sitework
Service Connections to meters/vaults	1	LS	\$70,800.00	\$70,800.00		Service Connections/Conversions to meters and vaults during the day time.
FPL Commercial Services (provide and install conduit and conductor)	1	LS	\$18,000.00	\$18,000.00		Service Connections/Conversions to meters and vaults during the day time.
ATT (1) 4" Main Conduit (Furnish Only - DOP Item)	1	LS	\$4,849.00	\$4,849.00		Potential Direct Owner Purchase
ATT Vaults/Pull Boxes - (Furnish Only - DOP Item)	1	LS	\$4,680.00	\$4,680.00		Potential Direct Owner Purchase
ATT Grounding Leads (Furnish Only - DOP Item)	1	LS	\$50.00	\$50.00		Potential Direct Owner Purchase
ATT Main, Spare, Service Conduits, Vaults, Pull Boxes, & Grounding Leads (Tax Only - DOP Item)	1	LS	\$575.00	\$575.00		Potential Direct Owner Purchase
ATT Main Conduit (Install Only)	1	LS	\$63,248.85	\$63,248.85		
ATT Vaults/Pull Boxes - (Install Only)	1	LS	\$15,500.00	\$15,500.00		
ATT Grounding Leads (Install Only)	1	LS	\$500.00	\$500.00		
Comcast (2) 2" Main Conduit (Furnish Only - DOP Item)	1	LS	\$1,032.00	\$1,032.00		Potential Direct Owner Purchase
Comcast (2) 2" Main Conduit (Tax Only - DOP Item)	1	LS	\$61.92	\$61.92		Potential Direct Owner Purchase
Comcast Pull Boxes (by others)	1	EXCL	\$0.00	\$0.00		Furnished and installed by Others
Comcast Main Conduit (Install Only)	1	LS	\$16,340.00	\$16,340.00		
Dewatering	1	LS	\$15,000.00	\$15,000.00		As necessary.
Sanitary Point Repair for Conduit Installation	1	LS	\$1,500.00	\$1,500.00		
Asphalt Trench Repairs (For conduit trenched or bored)	1	LS	\$0.00	\$0.00		Per FDOT specifications. Striping (if required) is included in this line item. Driveways that are open cut must be milled and overlayed to ROW line.
Asphalt Mill & Overlay	1	LS	\$0.00	\$0.00		Per FDOT specifications for disturbed areas only. Striping (if required) is included in this line item. Driveways that are open cut must be milled and overlayed to ROW line.
Curb Repairs for Conduit Installation	1	LS	\$3,500.00	\$3,500.00		
Private Property Restoration	1	LS	\$22,000.00	\$22,000.00		
Watermain Deflections	1	EXCL	\$0.00	\$0.00		Excluded - Included in Bid Unit #5.
Landscape & Irrigation Restoration	1	LS	\$35,000.00	\$35,000.00		This is for landscape & irrigation disturbed by this scope of work. All restoration is by this subcontractor, except as specifically included in Bid Unit #6 and identified on the landscape drawings.
Landscape & Irrigation (Shown on Landscape Drawings)	1	EXCL	\$0.00	\$0.00		Excluded - Included in Bid Unit #6. Refer to Bid Unit #6 for specific exclusions.
Subtotal - Bid Unit #2 - Electrical Undergrounding - A1A from Sta 124+68 to Sta 243+66 (Excluding Ibis Isle)				\$1,451,476.77		
Bid Unit #3 - Electrical Undergrounding - Ibis Isle						
Mobilization/Demobilization	1	LS	\$2,500.00	\$2,500.00		For this Bid Unit ONLY.
Maintenance of Traffic	1	LS	\$15,840.00	\$15,840.00		
NPDES Compliance	1	LS	\$4,500.00	\$4,500.00		For this Bid Unit ONLY.
Surveying	1	LS	\$31,218.00	\$31,218.00		Subcontractors are responsible for surveying associated with their scope of work (this Bid Unit ONLY)
Subcontractor Payment & Performance Bond	1	LS	\$8,000.00	\$8,000.00		P&P Bond for this Bid Unit ONLY.
FPL (6) 2" Primary Conduit (Install Only)	1	LS	\$0.00	\$0.00		HDD and/or open trenching included
FPL (4) 2" Primary Conduits (Install Only)	1	LS	\$0.00	\$0.00		HDD and/or open trenching included

Town of Palm Beach Undergrounding of Overhead Utilities Phase 1 - South

W-T GMP DETAILED BUDGET

June 8, 2017

ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL BID AMOUNT	COMMENTS
	FPL (3) 2" Primary Conduit (install Only)	1	LS	\$68,990.00	\$68,990.00	HDD and/or open trenching included
	FPL (2) 2" Primary Conduit (Install Only)	1	LS	\$12,420.00	\$12,420.00	HDD and/or open trenching included
	FPL (1) 2" Primary Conduit (Install Only)	1	LS	\$6,100.00	\$6,100.00	HDD and/or open trenching included
	FPL (1) 2" Service Conduit (Install Only)	1	LS	\$8,560.00	\$8,560.00	HDD and/or open trenching included
	FPL Service Handholes (Install Only)	1	LS	\$4,540.00	\$4,540.00	Includes splice connections, conduits and all sitework
	FPL Primary Splice Boxes (Install Only)	1	LS	\$5,580.00	\$5,580.00	Includes splice connections, conduits and all sitework
	FPL Transformers (Install Only)	1	LS	\$22,400.00	\$22,400.00	Includes splice connections, conduits and all sitework
	FPL Primary Conductor (Install Only)	1	LS	\$12,600.00	\$12,600.00	Includes splice connections, conduits and all sitework
	FPL Service Conductor (Install Only)	1	LS	\$8,500.00	\$8,500.00	Includes splice connections, conduits and all sitework
	Service Connections to meters	1	LS	\$6,950.00	\$6,950.00	Service Connections/Conversions to meters and vaults during the day time.
	Sub Aqueous Crossing at Bridge (in lieu of detail shown)	1	LS	\$22,400.00	\$22,400.00	
	ATT (1) 5" Main Conduit (Furnish Only - DOP Item)	1	LS	\$8,366.00	\$8,366.00	Potential Direct Owner Purchase
	ATT Vaults/Pull Boxes - (Furnish Only - DOP Item)	1	LS	\$2,100.00	\$2,100.00	Potential Direct Owner Purchase
	ATT Grounding Leads (Furnish Only - DOP Item)	1	LS	\$140.00	\$140.00	Potential Direct Owner Purchase
	ATT Main, Spare, Service Conduits, Vaults, Pull Boxes, & Grounding Leads (Tax Only - DOP Item)	1	LS	\$500.00	\$500.00	Potential Direct Owner Purchase
	ATT Main Conduit (Install Only)	1	LS	\$54,500.00	\$54,500.00	
	ATT Vaults/Pull Boxes - (Install Only)	1	LS	\$2,500.00	\$2,500.00	
	ATT Grounding Leads (Install Only)	1	LS	\$250.00	\$250.00	
	Comcast (2) 2" Main Conduit (Furnish Only - DOP Item)	1	LS	\$3,500.00	\$3,500.00	Potential Direct Owner Purchase
	Comcast (2) 2" Main Conduit (Tax Only - DOP Item)	1	LS	\$230.00	\$230.00	Potential Direct Owner Purchase
	Comcast Pull Boxes (by others)	1	EXCL	\$0.00	\$0.00	Furnished and installed by Others
	Comcast Main Conduit (Install Only)	1	LS	\$50,217.00	\$50,217.00	
	Dewatering	1	LS	\$0.00	\$0.00	As necessary.
	Sanitary Point Repair for Conduit Installation	1	LS	\$4,600.00	\$4,600.00	
	Asphalt Trench Repairs (For conduit trenched or bored)	1	LS	\$30,560.00	\$30,560.00	Per TPB specifications. Striping (if required) is included in this line item. Driveways that are open cut must be milled and overlayed to ROW line.
	Asphalt Mill & Overlay	1	LS	\$0.00	\$0.00	Per plans and specifications for disturbed areas only. Striping (if required) is included in this line item. Driveways that are open cut must be milled and overlayed to ROW line.
	Curb Repairs for Conduit Installation	1	LS	\$0.00	\$0.00	
	Private Property Restoration	1	LS	\$18,300.00	\$18,300.00	
	Watermain Deflections	1	EXCL	\$0.00	\$0.00	Excluded - Included in Bid Unit #5.
	Landscape & Irrigation Restoration	1	LS	\$0.00	\$0.00	This is for landscape & irrigation disturbed by this scope of work. All restoration is by this subcontractor, except as specifically included in Bid Unit #6 and identified on the landscape drawings.
	Landscape & Irrigation (Shown on Landscape Drawings)	1	EXCL	\$0.00	\$0.00	Excluded - Included in Bid Unit #6. Refer to Bid Unit #6 for specific exclusions.
	Subtotal - Bid Unit #3 - Electrical Undergrounding - Ibis Isle			\$416,861.00		
	BID UNIT #5A - Water/Curbng/Asphalt (All Areas except Lake Worth)					
	Mobilization/Demobilization	1	LS	\$6,000.00	\$6,000.00	For this Bid Unit ONLY.
	Maintenance of Traffic	1	LS	\$12,000.00	\$12,000.00	
	NPDES Compliance	1	LS	\$2,250.00	\$2,250.00	For this Bid Unit ONLY.
	Surveying	1	LS	\$53,945.00	\$53,945.00	Subcontractors are responsible for surveying associated with their scope of work (this Bid Unit ONLY)
	Subcontractor Payment & Performance Bond	1	LS	\$4,500.00	\$4,500.00	P&P Bond for this Bid Unit ONLY.
	South (Sta 11+10 to Sta 77+78)					
	Water Deflections	1	LS	\$148,250.00	\$148,250.00	For this Bid Unit Only
	Existing Misc. Deflections	1	LS	\$3,750.00	\$3,750.00	As required
	Curbing	1	LS	\$0.00	\$0.00	
	Asphalt Restoration at Drive Aprons	1	LS	\$3,000.00	\$3,000.00	Includes mill and overlay as necessary to the ROW lines.
	Misc. Restoration at ROW Only	1	LS	\$8,000.00	\$8,000.00	Within ROW Only.
	Dewatering	1	LS	\$7,000.00	\$7,000.00	As necessary. For this scope of work ONLY
	North Portion (Sta 124+68 to Sta 243+66)					
	Water Deflections	1	LS	\$268,650.00	\$268,650.00	For this Bid Unit Only
	Existing Misc. Deflections	1	LS	\$6,750.00	\$6,750.00	As required
	Curbing	1	LS	\$0.00	\$0.00	
	Asphalt Restoration at Drive Aprons	1	LS	\$3,000.00	\$3,000.00	Includes mill and overlay as necessary to the ROW lines.
	Misc. Restoration at ROW Only	1	LS	\$14,400.00	\$14,400.00	Within ROW Only.
	Dewatering	1	LS	\$12,600.00	\$12,600.00	As necessary. For this scope of work ONLY
	Subtotal - Bid Unit #5A - Water/Curbng/Asphalt (All Areas except Lake Worth)			\$554,095.00		

Town of Palm Beach Undergrounding of Overhead Utilities Phase 1 - South

W-T GMP DETAILED BUDGET

June 8, 2017

ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL BID AMOUNT	COMMENTS
BID UNIT #6A - Landscaping (All Areas except Lake Worth)						
Mobilization/Demobilization	1	LS	\$0.00	\$0.00	\$0.00	For this Bid Unit Only.
Maintenance of Traffic	1	LS	\$0.00	\$0.00	\$0.00	
Subcontractor Payment & Performance Bond	1	LS	\$0.00	\$0.00	\$0.00	P&P Bond for this Bid Unit ONLY.
South (Sta 11+10 to Sta 77+78)						
Landscaping	1	LS	\$19,417.00	\$19,417.00	\$19,417.00	Per Landscaping Plans.
Irrigation	1	LS	\$3,400.00	\$3,400.00	\$3,400.00	
Misc. Restoration of Disturbed Areas	1	LS	\$0.00	\$0.00	\$0.00	
North Portion (Sta 124+68 to Sta 243+66)						
Landscaping	1	LS	\$52,664.00	\$52,664.00	\$52,664.00	Per Landscaping Plans.
Irrigation	1	LS	\$9,800.00	\$9,800.00	\$9,800.00	
Misc. Restoration of Disturbed Areas	1	LS	\$0.00	\$0.00	\$0.00	
Ibis Isle						
Landscaping	1	LS	\$9,781.00	\$9,781.00	\$9,781.00	Per Landscaping Plans.
Irrigation	1	LS	\$2,200.00	\$2,200.00	\$2,200.00	
Misc. Restoration of Disturbed Areas	1	LS	\$0.00	\$0.00	\$0.00	
Water Truck Allowance	1	ALLOW	\$20,000.00	\$20,000.00	\$20,000.00	
Subtotal - Bid Unit #6A - Landscape (All Areas except Lake Worth)					\$117,262.00	
BID UNIT #7A - Professional Testing & Inspections						
South (Sta 11+10 to Sta 77+78)						
Testing & Inspections	1	LS	\$5,267.50	\$5,267.50	\$5,267.50	
North Portion (Sta 124+68 to Sta 243+66)						
Testing & Inspections	1	LS	\$5,602.50	\$5,602.50	\$5,602.50	
Ibis Isle						
Testing & Inspections	1	LS	\$5,267.50	\$5,267.50	\$5,267.50	
Subtotal - Bid Unit #7A - Testing & Inspections (All Areas except Lake Worth)					\$16,137.50	
				SUBTOTAL	\$3,358,892.27	
FPL Vault Work & Switching Plan Allowance	1	ALLOW	\$50,000.00	\$50,000.00	\$50,000.00	
Construction Contingency						Carried Outside of the GMP
Owner Allowance						Carried Outside of the GMP
General Conditions					\$53,540.74	
General Requirements					\$53,876.63	
Bond & Insurance					\$80,659.15	
Project Management					\$612,443.62	
Construction Management Services Fee					\$241,564.81	
Overhead to Underground Conversions & Required Work Total (along S. Ocean Boulevard & Ibis Isle)					\$4,450,977.22	
Lake Worth (All Scopes)						
Bid Unit #1B - Electrical Undergrounding - A1A (Lake Worth Limits) from Sta 77+78 to Sta 124+68						
Mobilization/Demobilization	1	LS	\$8,500.00	\$8,500.00	\$8,500.00	For this Bid Unit ONLY.
Maintenance of Traffic	1	LS	\$18,000.00	\$18,000.00	\$18,000.00	
NPDES Compliance	1	LS	\$500.00	\$500.00	\$500.00	For the Bid Unit ONLY.
Surveying	1	LS	\$44,625.00	\$44,625.00	\$44,625.00	Subcontractors are responsible for surveying associated with their scope of work (this Bid Unit ONLY)
Subcontractor Payment & Performance Bond	1	LS	\$6,200.00	\$6,200.00	\$6,200.00	P&P Bond for this Bid Unit ONLY.
FPL (1) 6" Feeder Conduit (Install Only)	1	LS	\$36,000.00	\$36,000.00	\$36,000.00	HDD and/or open trenching included
FPL (1) 6" Feeder & (3) 2" Primary Conduits (Install Only)	1	LS	\$0.00	\$0.00	\$0.00	HDD and/or open trenching included
FPL (3) 2" Primary Conduit (install Only)	1	LS	\$25,365.00	\$25,365.00	\$25,365.00	HDD and/or open trenching included
FPL (2) 2" Primary Conduit (Install Only)	1	LS	\$0.00	\$0.00	\$0.00	HDD and/or open trenching included
FPL (1) 2" Primary Conduit (Install Only)	1	LS	\$0.00	\$0.00	\$0.00	HDD and/or open trenching included
FPL (1) 2" Service Conduit (Install Only)	1	LS	\$0.00	\$0.00	\$0.00	HDD and/or open trenching included
FPL Feeder Splice Boxes (Install Only)	1	LS	\$0.00	\$0.00	\$0.00	Includes splice connections, conduits and all sitework
FPL Service Handholes (Install Only)	1	LS	\$0.00	\$0.00	\$0.00	Includes splice connections, conduits and all sitework
FPL Primary Splice Boxes (Install Only)	1	LS	\$1,800.00	\$1,800.00	\$1,800.00	Includes splice connections, conduits and all sitework
FPL Transformers (Install Only)	1	LS	\$650.00	\$650.00	\$650.00	Includes splice connections, conduits and all sitework
FPL Switches/PME's (Install Only)	1	LS	\$3,600.00	\$3,600.00	\$3,600.00	Includes splice connections, conduits and all sitework
FPL Feeder Conductor (Install Only)	1	LS	\$6,000.00	\$6,000.00	\$6,000.00	Includes splice connections, conduits and all sitework
FPL Primary Conductor (Install Only)	1	LS	\$6,000.00	\$6,000.00	\$6,000.00	Includes splice connections, conduits and all sitework
FPL Service Conductor (Install Only)	1	LS	\$0.00	\$0.00	\$0.00	Includes splice connections, conduits and all sitework
FPL 2 way Manhole (Install Only)	1	LS	\$15,000.00	\$15,000.00	\$15,000.00	
Service Connections to meters/vaults	1	LS	\$500.00	\$500.00	\$500.00	Service Connections/Conversions to meters and vaults during the day time.
FPL Commercial Services (provide and install conduit and conductor)	1	LS	\$3,000.00	\$3,000.00	\$3,000.00	Service Connections/Conversions to meters and vaults during the day time.

Town of Palm Beach Undergrounding of Overhead Utilities Phase 1 - South

W-T GMP DETAILED BUDGET

June 8, 2017

ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL BID AMOUNT	COMMENTS
	ATT (1) 4" Main Conduit (Furnish Only - DOP Item)	1	LS	\$0.00	\$0.00	Potential Direct Owner Purchase
	ATT Vaults/Pull Boxes - (Furnish Only - DOP Item)	1	LS	\$0.00	\$0.00	Potential Direct Owner Purchase
	ATT Grounding Leads (Furnish Only - DOP Item)	1	LS	\$0.00	\$0.00	Potential Direct Owner Purchase
	ATT Main, Spare, Service Conduits, Vaults, Pull Boxes, & Grounding Leads (Tax Only - DOP Item)	1	LS	\$0.00	\$0.00	Potential Direct Owner Purchase
	ATT Main Conduit (Install Only)	1	LS	\$0.00	\$0.00	
	ATT Vaults/Pull Boxes - (Install Only)	1	LS	\$0.00	\$0.00	
	ATT Grounding Leads (Install Only)	1	LS	\$0.00	\$0.00	
	Comcast (2) 2" Main Conduit (Furnish Only - DOP Item)	1	LS	\$744.00	\$744.00	Potential Direct Owner Purchase
	Comcast (2) 2" Main Conduit (Tax Only - DOP Item)	1	LS	\$45.00	\$45.00	Potential Direct Owner Purchase
	Comcast Pull Boxes (by others)	1	EXCL	\$0.00	\$0.00	Furnished and installed by Others
	Comcast Main Conduit (Install Only)	1	LS	\$26,500.00	\$26,500.00	
	Dewatering	1	LS	\$4,500.00	\$4,500.00	
	Sanitary Point Repair for Conduit Installation	1	LS	\$500.00	\$500.00	
	Asphalt Trench Repairs (For conduit trenched or bored)	1	LS	\$0.00	\$0.00	Per FDOT specifications. Striping (if required) is included in this line item. Driveways that are open cut must be milled and overlayed to ROW line.
	Asphalt Mill & Overlay	1	LS	\$45,000.00	\$45,000.00	Per FDOT specifications for disturbed areas only. Striping (if required) is included in this line item. Driveways that are open cut must be milled and overlayed to ROW line.
	Curb Repairs for Conduit Installation	1	LS	\$3,500.00	\$3,500.00	
	Private Property Restoration	1	LS	\$3,000.00	\$3,000.00	
	Watermain Deflections	1	EXCL	\$0.00	\$0.00	Excluded - Included in Bid Unit #5.
	Landscape & Irrigation Restoration	1	LS	\$3,000.00	\$3,000.00	This is for landscape & irrigation disturbed by this scope of work. All restoration is by this subcontractor, except as specifically included in Bid Unit #6 and identified on the landscape drawings.
	Landscape & Irrigation (Shown on Landscape Drawings)	1	EXCL	\$0.00	\$0.00	Excluded - Included in Bid Unit #6. Refer to Bid Unit #6 for specific exclusions.
	Subtotal - Bid Unit #1B - Electrical Undergrounding - Lake Worth (from Sta 77+78 to Sta 124+68)				\$262,529.00	
	BID UNIT #7B - Professional Testing & Inspections (Lake Worth - Sta 77+78 to 124+68)					
	Testing & Inspections	1	LS	\$5,267.50	\$5,267.50	
	Subtotal - Bid Unit #7B - Testing & Inspections - Lake Worth (from Sta 77+78 to Sta 124+68)				\$5,267.50	
				SUBTOTAL	\$267,796.50	
	Construction Contingency					Carried Outside of the GMP
	Owner Allowance					Carried Outside of the GMP
	General Conditions					\$4,268.68
	General Requirements					\$4,295.46
	Bond & Insurance					\$6,632.51
	Project Management					\$48,828.67
	Construction Management Services Fee					\$19,259.39
	Lake Worth (All Scopes) Total				\$351,081.21	
	PHASE 1 SOUTH UNDERGROUNDING TOTAL				\$4,802,058.43	

Town of Palm Beach Undergrounding of Overhead Utilities Phase 1 - South

W-T GMP DETAILED BUDGET

June 8, 2017

ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL BID AMOUNT	COMMENTS
	Ibis Isle - Fire Hydrant & Associated Restoration					
BID UNIT #5A - Ibis Isle Fire Hydrant & Associated Restoration						
Mobilization/Demobilization	1	LS	\$750.00	\$750.00		For this Bid Unit ONLY.
Maintenance of Traffic	1	LS	\$1,250.00	\$1,250.00		
NPDES Compliance	1	LS	\$250.00	\$250.00		For the Bid Unit ONLY.
Surveying	1	LS	\$1,750.00	\$1,750.00		Subcontractors are responsible for surveying associated with their scope of work (this Bid Unit ONLY)
Subcontractor Payment & Performance Bond	1	LS	\$300.00	\$300.00		P&P Bond for this Bid Unit ONLY.
Fire Hydrant and related Piping/Accessories	1	LS	\$9,000.00	\$9,000.00		Includes but not limited to tapping sleeve, valve, piping and hydrant assembly.
Misc. Restoration at ROW Only	1	LS	\$5,000.00	\$5,000.00		Within ROW Only.
Dewatering	1	LS	\$0.00	\$0.00		As necessary. For this scope of work ONLY
Asphalt Trench Repairs	1	LS	\$2,000.00	\$2,000.00		Per TPB specifications.
Curb Repairs for WM Installation	1	LS	\$1,000.00	\$1,000.00		
Subtotal - Bid Unit #5A - Fire Hydrant & Associated Restoration				\$21,300.00		
Construction Contingency						Carried Outside of the GMP
Owner Allowance						Carried Outside of the GMP
General Conditions				\$339.52		
General Requirements				\$341.65		
Bond & Insurance				\$516.56		
Project Management				\$3,883.74		
Construction Management Services Fee				\$1,531.85		
Ibis Isle - Fire Hydrant & Associated Restoration Total				\$27,913.32		
	Ibis Isle - Curb, Asphalt, Striping & Restoration					
BID UNIT #5A - Ibis Isle Curb, Asphalt, Striping & Restoration						
Mobilization/Demobilization	1	LS	\$1,250.00	\$1,250.00		For this Bid Unit ONLY.
Maintenance of Traffic	1	LS	\$1,750.00	\$1,750.00		
NPDES Compliance	1	LS	\$500.00	\$500.00		For the Bid Unit ONLY.
Surveying	1	LS	\$7,305.00	\$7,305.00		Subcontractors are responsible for surveying associated with their scope of work (this Bid Unit ONLY)
Subcontractor Payment & Performance Bond	1	LS	\$1,200.00	\$1,200.00		P&P Bond for this Bid Unit ONLY.
Curbing	1	LS	\$13,000.00	\$13,000.00		
Asphalt Restoration at Drive Aprons	1	LS	\$7,500.00	\$7,500.00		Includes mill and overlay as necessary to the ROW lines.
Striping	1	LS	\$5,000.00	\$5,000.00		
Asphalt Mill & Overlay (localized ponding)	1	LS	\$43,500.00	\$43,500.00		Per TPB specifications for disturbed areas only.
Private Property Restoration	1	LS	\$2,500.00	\$2,500.00		
Landscape & Irrigation Restoration	1	LS	\$10,000.00	\$10,000.00		This is for landscape & irrigation disturbed by this scope of work. All restoration is by this subcontractor, except as specifically included in Bid Unit #6 and identified on the landscape drawings.
Landscape & Irrigation (Shown on Landscape Drawings)	1	EXCL	\$0.00	\$0.00		Excluded - Included in Bid Unit #6. Refer to Bid Unit #6 for specific exclusions.
Subtotal - Bid Unit #5A - Ibis Isle Curb, Asphalt, Striping & Restoration				\$93,505.00		
Construction Contingency						Carried Outside of the GMP
Owner Allowance						Carried Outside of the GMP
General Conditions				\$1,490.47		
General Requirements				\$1,499.82		
Bond & Insurance				\$2,267.70		
Project Management				\$17,049.23		
Construction Management Services Fee				\$6,724.69		
Ibis Isle - Ibis Isle Curb, Asphalt, Striping & Restoration Total				\$122,536.91		
	Street Lighting					
Bid Unit #4 - Street Lighting (Sta 123+70 to Sta 243+66)						
Mobilization/Demobilization	1	LS	\$4,480.00	\$4,480.00		For this Bid Unit ONLY.
Maintenance of Traffic	1	LS	\$62,500.00	\$62,500.00		
NPDES Compliance	1	LS	\$47,520.00	\$47,520.00		For this Bid Unit ONLY.
Surveying	1	LS	\$108,480.00	\$108,480.00		Subcontractors are responsible for surveying associated with their scope of work (this Bid Unit ONLY)
Subcontractor Payment & Performance Bond	1	LS	\$25,000.00	\$25,000.00		P&P Bond for this Bid Unit ONLY.
Street Lighting Conduit (Furnish Only - DOP Item)	1	LS	\$8,496.00	\$8,496.00		Potential Direct Owner Purchase
Street Lighting Conductor (Furnish Only - DOP Item)	1	LS	\$14,834.00	\$14,834.00		Potential Direct Owner Purchase
Splice Boxes - (Furnish Only - DOP Item)	1	LS	\$3,750.00	\$3,750.00		Potential Direct Owner Purchase
Pull Boxes - (Furnish Only - DOP Item)	1	LS	\$35,625.00	\$35,625.00		Potential Direct Owner Purchase
Poles & Fixtures - (Furnish Only - DOP Item)	1	LS	\$540,265.00	\$540,265.00		Potential Direct Owner Purchase

Town of Palm Beach Undergrounding of Overhead Utilities Phase 1 - South

W-T GMP DETAILED BUDGET

June 8, 2017

ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL BID AMOUNT	COMMENTS
	Street Lighting Conduits, Conductor, Splice Boxes, Pull Boxes, Poles & Fixtures (Tax Only - DOP Item)	1	LS	\$39,190.00	\$39,190.00	Potential Direct Owner Purchase
	Street Lighting Conduit (Install Only - DOP Item)	1	LS	\$141,600.00	\$141,600.00	
	Street Lighting Conductor (Install Only - DOP Item)	1	LS	\$84,186.00	\$84,186.00	
	Splice Boxes - (Install Only - DOP Item)	1	LS	\$3,500.00	\$3,500.00	
	Pull Boxes - (Install Only - DOP Item)	1	LS	\$33,250.00	\$33,250.00	
	Poles & Fixtures - (Install Only - DOP Item)	1	LS	\$232,275.00	\$232,275.00	
	All engineering required for poles and bases	1	LS	\$2,000.00	\$2,000.00	
	Tie-in to existing for a functional system	1	LS	\$47,800.00	\$47,800.00	
	Restoration (Asphalt, landscaping, sod, concrete, private property etc)	1	LS	\$5,000.00	\$5,000.00	
	Dewatering	1	LS	\$0.00	\$0.00	As necessary.
	Asphalt Trench Repairs (For conduit trenched or bored)	1	LS	\$214,647.00	\$214,647.00	Per TPB specifications. Striping (if required) is included in this line item. Driveways that are open cut must be milled and overlayed to ROW line.
	Asphalt Mill & Overlay	1	LS	\$0.00	\$0.00	Per plans and specifications for disturbed areas only. Striping (if required) is included in this line item. Driveways that are open cut must be milled and overlayed to ROW line.
	Curb Repairs for Conduit Installation	1	LS	\$0.00	\$0.00	
	Landscape & Irrigation Restoration	1	LS	\$90,000.00	\$90,000.00	This is for landscape & irrigation disturbed by this scope of work. All restoration is by this subcontractor, except as specifically included in Bid Unit #6 and identified on the landscape drawings.
	Landscape & Irrigation (Shown on Landscape Drawings)	1	EXCL	\$0.00	\$0.00	Excluded - Included in Bid Unit #6. Refer to Bid Unit #6 for specific exclusions.
	Off-loading/Staging ALL Lighting Materials	1	LS	\$1,500.00	\$1,500.00	This subcontractor will be responsible for all Street Lighting material off-loading and staging at Phipps Park.
	Seal Coat Path	1	LS	included	\$0.00	
	FPL Primary (Install Only)	1	LS	included	\$0.00	
	FPL Transformer (Install Only)	1	LS	included	\$0.00	
	Meter/Disconnect/Contactor/Panel/Rack	1	LS	included	\$0.00	
	Pole Bases	1	LS	included	\$0.00	
	Temporary Access Around Light poles	1	LS	\$38,500.00	\$38,500.00	
	Subtotal - Bid Unit #4 - Street Lighting (Sta 123+70 to Sta 243+66)				\$1,784,398.00	
Bid Unit #7A - Testing & Inspections						
	Testing & Inspections	1	LS	\$5,000.00	\$5,000.00	
	Subtotal - Bid Unit #7A - Professional Testing & Inspections (Street Lighting only)				\$5,000.00	
	SUBTOTAL				\$1,789,398.00	
	Construction Contingency					Carried Outside of the GMP
	Owner Allowance					Carried Outside of the GMP
	General Conditions				\$28,523.00	
	General Requirements				\$28,701.94	
	Bond & Insurance				\$44,060.77	
	Project Management				\$326,269.88	
	Construction Management Services Fee				\$128,689.93	
	Street Lighting Total				\$2,345,643.52	
	TOTAL GMP BUDGET				\$7,298,152.18	

Town of Palm Beach Undergrounding of Overhead Utilities Phase 1 - South

Town of Palm Beach

W-T GMP Budget

DATE: 6/7/17

General Conditions Summary

CMS CODE		DESCRIPTION	quantity	unit	unit rate	total	COMMENTS
PROJECT MANAGEMENT							
130003	L	Superintendent	1.00	ls	\$461,563.90	\$461,564	See GC Worksheet
130025	L	Office Staff	1.00	ls	\$546,914.05	\$546,914	See GC Worksheet
STAFF SUBTOTAL							1,008,478
MISCELLANEOUS GENERAL CONDITIONS							
100002	X	Move Trailers in/out	1.00	ls	\$15,000.00	\$15,000	
100001	X	Office Rental Space/ Trailer	18.00	month	\$1,000.00	\$18,000	
100003	X	Clean trailers	18.00	month	\$450.00	\$8,100	
100006	X	Trailer Electricity Charges	18.00	month	\$350.00	\$6,300	
110001	X	Small Tools & Equip	18.00	allow	\$150.00	\$2,700	
110002	X	Office Furniture	1.00	ls	\$1,200.00	\$1,200	
110003	X	Office Supplies	18.00	month	\$250.00	\$4,500	
110004	X	Copy/Fax Machine/Printer	18.00	month	\$300.00	\$5,400	
120001	X	Drawings & Specs/As-built	6.00	sets	\$250.00	\$1,500	
120003	X	Plan Grid	5.00	ea	\$1,137.50	\$5,688	650x1.75 (21 mths)=1137.50 x 5ea = 5687.50
120005	X	Permits - Construction Trailer	1.00	ls	\$0.00	\$0	No permit fee per the Town
120013	X	Pest Control - Office	6.00	each	\$60.00	\$360	
122000	X	Postage & Shipping	18.00	month	\$45.00	\$810	
140050	X	First Aid	18.00	month	\$50.00	\$900	
150001	X	Progress/Aerial Photos	18.00	month	\$150.00	\$2,700	
150004	X	CPM Setup	1.00	ls	\$750.00	\$750	
150005	X	CPM Maintenance	18.00	ea.	\$250.00	\$4,500	
160006	X	Internet Monthly	18.00	ls	\$250.00	\$4,500	
160011	X	Port-o-lets - Sanitary Facilities	18.00	month	\$175.00	\$3,150	
160012	X	Job Drink, Water, Ice	18.00	ls	\$50.00	\$900	
170008	X	Drug Testing	6.00	ea.	\$200.00	\$1,200	
MISC. GENERAL CONDITIONS SUBTOTAL							88,158
MISCELLANEOUS GENERAL REQUIREMENTS							
X		Chain Link Fencing & Gates	1.00	ls	\$25,000.00	\$25,000	At staging area and compound.
X		Preconstruction Video	1.00	ls	\$12,000.00	\$12,000	
X		Signage for Public Clarity	1.00	ls	\$5,000.00	\$5,000	
X		Safety Materials	1.00	ls	\$1,500.00	\$1,500	
X		QC / Survey Verification	1.00	ls	\$1,000.00	\$1,000	
X		Dumpster for Misc. Debris	54.00	ea	\$300.00	\$16,200	
X		Cutting Grass at Staging Area	1.00	ls	\$4,500.00	\$4,500	
X		Street Cleaning	18.00	ea	\$750.00	\$13,500	
X		General & Final Cleanup	1.00	ls	\$10,000.00	\$10,000	
MISC. GENERAL REQUIREMENTS SUBTOTAL							88,700



Descriptions	2017												2018												TOTAL MONTHS	
	Apr	May	Jun	July	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	July	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	
General Staff																										
Sr. Project Manager			0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20					3.4	
Project Manager		0.50	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.50	0.50	21	
Project Engineer		0.50	0.50	0.50	0.50	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.50	0.50	0.50	0.50	0.50	0.50	0.50					11.5	
Superintendent		0.50	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.50	0.50	0.50	19	
Asst. Superintendent			1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00						14	
Safety Inspections		0.10	0.10	0.10	0.00	0.10	0.00	0.10	0.00	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.15					0.9	
Secretary				0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.15					2.25	
																										72.05

STAFF SUMMARY	TOTAL MOs
Project Executive	0
Project Manager (FZ)	3.4
Project Manager (MMY)	21
Project Engineer(TBD)	11.5
General Superintendent	0
Superintendent (BH)	19
Asst. Superintendent (TBD)	14
Safety	0.9
Project Executive	0
Q/C Coordinator	0
M/E Coordinator	0
Secretary	2.25
Field Accountant	0
Total Months	72.05

Town of Palm Beach Undergrounding of Overhead Utilities Phase 1 - South



Town of Palm Beach

W-T GMP Budget

DATE: 6/7/17

GMP EXCEPTIONS & CLARIFICATIONS

General Clarifications

All permits required to perform the work such as City of West Palm Beach Water Utility Permit, Town of Palm Beach ROW Permit, Town of Palm Beach Landscape Permit, FDOT Permit, and any required Lake Worth permits, shall be obtained and paid for by the Owner outside of the scope of this contract prior to commencement of the project.

1 Excludes any capital improvement fees, connection fees or impact fees.

2 Excludes any hazardous materials, asbestos removal, buried trash, or special handling of contaminated soil or ground water.

3 Excludes any special accommodations or special work hours required to coordinate with the Presidential visits. No such costs are anticipated.

4 The project manual described in the contract shall mean the closeout project manual which shall be updated periodically and presented to the Owner upon completion of the project. The information in this manual shall be as requested by the Owner.

5 Prices are based on reusing excavated materials for backfill. No unsuitable subsoil excavation, removal or replacement is anticipated.

6 Unsuitable soil, if encountered, shall be removed, disposed of, replaced as directed by the Owner and billed to the Owner at actual direct cost.

7 Any necessary construction easements shall be executed so as not to delay the progress of the work.

8 Topsoil prior to sod placement is excluded.

9 Prices based on using sound attenuated diesel pumps for dewatering in lieu of electric pumps. No temporary electric has been included.

10 Subcontractors to use portable generators for power.

11 We have included subcontractor payment and performance bonds for all significant scopes of work.

12 No provisions for Builder's Risk related incidents, such as named storm preparation or damage, are made a part of the schedule or budget, and are therefore excluded. Such costs are considered a reimbursable expense from the Owner Allowance.

13 The bond for the project does not include any of the Town's Direct Purchase Materials.

14 All unidentified utilities in conflict with the scope of work will incur additional costs with compensation from change order requests.

15 Where it is necessary to shutdown service to residents or businesses to switch over from the existing overhead feed to the new underground

16 feed, reasonable notice and a projected duration will be provided to those affected. It is assumed that those affected will make their own arrangements for these temporary losses of power. Excludes temporary generators, hotel stays, or similar requests for these durations.

17 Desilting of the existing storm drainage system is excluded.

18 Excludes naming individual property owners as additional insureds.

This GMP does not include a construction contingency. The Town has indicated that it will carry an adequate project allowance outside of this contract. This allowance will cover such items as unsuitable below grade materials or unforeseen below grade conditions, landscape

19 restoration not shown on the plans, clean-up or repairs following work performed by FPL/ATT/Comcast, dewatering permit if required, permit fees, preparation and other costs associated with named storms or other BR incident type events, any upgrades of existing services to meet NEC codes, and owner expense budget items. Since this allowance is carried by the Owner outside of the GMP, costs associated with this allowance will be reimbursed to the Construction Manager through Change Orders to the Contract.

20 Excludes milling and resurfacing of the overall project area at completion.

21 GMP assumes use of Phipps park for storage of material as agreed upon with Town staff.

Schedule

The attached schedule assumes a 12 month uninterrupted work duration. No special delays are assumed for 'Season'. The Town is waiving their normal restrictions for working November through May.

Our Management costs have been kept to a minimum by assuming that no significant work other than FPL pole and overhead wire removal occurs after substantial completion of the overhead conversion as shown on the contract schedule. After the assumed substantial completion dates, Whiting-Turner's staff will be reduced significantly. Any delays extending substantial completion of any of the work beyond the dates shown on the contract schedule, will require that Whiting-Turner be reimbursed for resulting extended general conditions and staffing costs.

3 Work hours are Monday through Friday from 9:00am to 5:00pm from December 1st through April 30th, and 8:00am to 6:00pm from May 1st through November 30th.

The schedule represents the work controlled by the Construction Manager. Should the project exceed the scheduled duration due to the

4 involvement of entities beyond the Construction Managers control (including but not limited to FPL, ATT, & Comcast), a time extension for that work shall be issued.

Franchise Utilities

1 Although Whiting-Turner will coordinate with the service providers, supervision of FPL, ATT, & Comcast is excluded from Whiting-Turner's scope of work.



Town of Palm Beach Undergrounding of Overhead Utilities Phase 1 - South

Town of Palm Beach

W-T GMP Budget

DATE: 6/7/17

GMP EXCEPTIONS & CLARIFICATIONS

- 2 Comcast will furnish and install their own pedestals and vaults. One exception is noted on the plan, where the vault is shown in a sidewalk area.
- 3 All Comcast Services are excluded and will be performed separately by Comcast after the completion of this project.
 - Service provider material will be supplied as follows:
 - FPL will supply all materials for the electrical system (conduit, cables, switches, transformers etc.)
 - ATT Main Conduit, Vaults/ Pull Boxes, will be furnished and installed by our subcontractor under this GMP Budget. Furnishing and installation of all wire, cable, pedestals, and other material will be performed directly by ATT under separate agreement with the Town. An exception is a ground lead between a transformer and the ATT pedestal (when adjacent to a transformer) for ATT to use when they install their pedestal.
 - Comcast main conduit will be furnished and installed by our subcontractor under this GMP Budget. Pull Boxes, cable, wire, pedestals, and other material/ equipment will be furnished and installed directly by Comcast under separate agreement with the Town.
- 5 ATT and Comcast Service Conduit/ Private Services are excluded.
- 6 FPL's Binding Cost Estimate must be fully executed prior to release of FPL materials. Release of FPL materials must be received prior to NTP being issued. The schedule, and commitment to the subcontractors, is dependent upon timely delivery of FPL, ATT & Comcast supplied materials as per the attached schedule.
- 7 Costs for all FPL, ATT & Comcast or other service providers are paid directly by the Town to the Service providers and such costs are therefore excluded.
- 8 The construction manager shall not assume liability or warranty any work performed or supplied by FPL, ATT, Comcast, FPU and/or their subcontractors.
- 9 Energizing new electrical systems is dependent on receiving switching orders from FPL. As such orders are beyond the control of the CMAR, any delays associated with the switching orders could impact the project. Note that there is a lag time of about 6 to 10 weeks from when switching orders are received from FPL, the primaries and transformers are made hot, and the services are then converted. Costs that may be associated with such delays are not included.
- 10 Existing meter cans and private residential electrical facilities are assumed to meet current NEC codes. Any costs for bringing private electrical systems at an existing meter/ home connection up to required NEC standards shall be paid for from the Owner Allowance carried outside of the GMP.
- 11 Assume all service cut overs are to be performed during normal work hours.
- 12 Assume ATT & Comcast may be bored together.

Water Main

- 1 We have assumed for water main deflections that swabbing and a visual inspection by the City of West Palm Beach will be adequate disinfecting for each location. Therefore, we exclude samples and pressure testing at the deflection areas.

Street Lighting

- 1 Light Poles included in the GMP are solid aluminum in lieu of fluted as specified. Fluted pole options do not satisfy current required wind loads.
If the Street Lighting design, permitting, and release for construction is delayed so that substantial completion of the street lighting is extended beyond the contract schedule, then Whiting-Turner will be reimbursed for extended general conditions which are planned to be significantly reduced at that time.
- 3 Water main at Ibis Isle Bridge Crossing is excluded since the possibility has been discussed, but no direction to include this possibility has been provided.

Landscaping

- 1 Excludes spraying for white fly, or damaged caused by white fly. Where we are installing new ficus hedges, it is assumed that ficus were selected because that property has existing ficus, and that an adjacent property owner will incorporate spraying for white fly of the new hedges into an existing maintenance plan under their control.
- 2 Excludes lawn maintenance except within the staging area.
- 3 Assume that all new landscaping will be adequately watered from existing private systems.